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Supreme Court No. 80584-9 SUPREME COURT OF THE STATE OF WASHINGTON

BLAKELEY COMMONS CONDOMINIUM ASSOCIATION, LLC

Respondent,

BLAKELEY COMMONS LLC

Petitioner

BRIEF OF RESPONDENT

Todd K. Skoglund, WSBA #30403 Casey & Skoglund, PLLC 114 W. McGraw St Seattle, Washington 98109 (206) 284-8165

Joseph A. Grube, WSBA #26476 Ricci Grube Aita, PLLC Attorneys for Respondent 1200 Fifth Avenue, Suite 625 Seattle, Washington 98101 (206) 770-7606



I. IDENTITY OF MOVANT

Respondent Blakely Commons Condominium Association ("Blakely") hereby moves this Court for an Order permitting it to supplement the record on review pursuant to RAP 9.10.

II. REFERENCE TO THE RECORD

Blakely seeks to supplement the record with the following documents which have been recently filed in the trial court:

- A. 97 Motion to Set Trial Date/Plaintiff
- B. 103 Declaration of Kim Fuchs
- C. 104 Declaration of Jessica Haselby
- D. 105 Declaration of Theresa Verretto
- E. 106 Declaration of Sandi Kaplan
- F. 113 Declaration of Todd Skoglund
- **G.** 116 Reply to Motion to Set Trial Date
- H. 119 Order Denying Motion to Set Trial Date

III. PROCEDURAL BACKGROUND RELEVANT TO THIS MOTION

This matter involves claims by one Washington Corporation pursuing claims against another corporation for statutory claims made under the Washington Condominium Act and Consumer Protection Act.

The Blakely Commons Condominium Association, LLC is a Washington non-profit corporation composed of owners of 104 condominium units, common elements, and limited common elements located in Seattle, Washington. Blakeley Village LLC was the developer for the Blakeley Commons Condominiums (the "project").

On April 28, 2005, Respondent served the Petitioner with a letter authored by Respondent's attorney in addition to the two comprehensive expert reports identifying construction defects at the project. Neither of these reports identified a defective product but rather only identified workmanship and/or design problems.

On January 30, 2006 the Association filed a lawsuit against the Petitioner for breach of implied warranties, breach of express

warranties, breach of contract, breach of the Washington Condominium Act, violation of the Washington Consumer Protection law, breach of fiduciary duty, and misrepresentation. Shortly thereafter, the Petitioner moved for arbitration and to stay all proceedings pending resolution of the Satomi matter, arguing the issues were identical.

On or about July 17, 2006, defendant Blakeley Village LLC filed a Motion to Stay Trial Court Proceedings and Compel Arbitration. The basis for its motion was the Warranty Addendum attached to the Purchase and Sale Agreements and the representation made by Lis Soldano the project manager for Intra-Corp that "it was Blakeley Village, LLC's standard practice to require signed warranty Addendums as a prerequisite to completing the sales transaction for each of the units at the project. The transaction for the sale of each unit would not have been completed without a signed Warranty Addendum." CP 14

Although the Association vigorously opposed the Motion to Stay, the trial Court granted Defendant's requested stay and the Association was prevented from conducting any further formal discovery. (Ultimately, following the Court of Appeals decision in *Satomi*, the trial court refused to order arbitration).

_Although - the - Association - was - prevented - from - performing

any formal discovery it did start investigating Ms. Soldano's claim that every owner at the project signed a Warranty Addendum.

In 2008 it was discovered Ms. Soldano's assertion that every owner signed a Warranty Addendum was completely inaccurate and that several owners had never signed the Warranty Addendum containing arbitration language. In fact, six homeowners had never signed or even seen the alleged Warranty Addendum. As a result, the Association filed a motion with the trial court to lift the stay against the 6 owners who did not sign the Warranty Addendum under RAP 7.2 (1). The trial court denied the Association's motion because it would cause "confusion by effectively creating subgroups of plaintiffs."

Although the Association has already argued and briefed the fact that there is no evidence in the record that every homeowner signed the Warranty Addendum, the Association now seeks to supplement the record with the recently discovered evidence.

¹ Appendix at B, C, D & E and exhibits B & C attached to the Declaration of Todd Skoglund

² Appendix at A & G

³ Appendix at H

IV. ARGUMENT

A. The Court should allow the Association to supplement the record so that any decision about the applicability of the arbitration clauses at issue will be made in the context of less than all homeowners agreeing to arbitration.

Under RAP 9.9 and 9.10 a party is allowed to supplement the record by filing a motion with the Court and demonstrate in made a good faith effort in the first instance to provide all the relevant record to the appellate Court. In the present, instance there is no doubt the Association attempted to do so.

Before the Association could draft a litigation and discovery plan the Defendants moved to compel arbitration and than for a stay. The stay effectively halted discovery and the Association was forced to retrieve documentation from over a 100 individual homeowners and informal discovery agreed to by the parties. Defendants produced over 100 binders of documentation.

The documentation the Association is attempting to provide the Court goes to the heart of the Defendant's arguments. Without demonstrating that every owner signed the Warranty Addendum the Defendants cannot force those individuals or the Association to arbitrate.

IV. CONCLUSION

For all the reasons stated above the Court should grant the Association's Motion to Supplement the Record. No further briefing is anticipated.

Respectfully submitted this day of August 26th, 2008.

/s/

Todd Skoglund, WSBA #30403 Casey & Skoglund, PLLC Attorneys for Respondent

/s/

Joseph A. Grube, WSBA #26476 RICCI GRUBE AITA & BRENEMAN, PLLC Attorneys for Respondent

The Honorable Linda Lau Hearing Date: July 18, 2008

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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

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BLAKELEY COMMONS CONDOMINIUM ASSOCIATION, a Washington non-profit

Plaintiff.

VS.

corporation,

BLAKELEY VILLAGE LLC, a Washington Corporation; INTRACORP REAL ESTATE, LLC, a Washington Corporation; JOHN AND JANE DOES 1 through 20, individuals; CONTRACTOR DOES 21 through 35, entities conducting business in Washington;

Defendants.

NO. 06-2-03941-6SEA

PLAINTIFF'S MOTION TO SET TRIAL DATE

COMES NOW Plaintiff Blakeley Commons Condominium Association (hereinafter "The Association") by and through its attorneys, Casey & Skoglund, PLLC, and requests the Court set a trial date in this matter. This case is now more than two years old. The Association and its members have a right to a jury trial.

I. FACTS

On or about July 7, 2006, Blakeley Village, LLC filed a Motion to Stay trial court proceedings and to compel arbitration. The Court stayed this matter pending the outcome of

PLAINTIFF'S MOTION TO SET TRIAL DATE - 1



CASEY & SKOGLUND PLLC 114 West McGraw Street Seattle, Washington 98119 Phone (206) 284-8165

the Satomi Owners Association v. Satomi, 159 P.3d 460 (Div. I 2007) matter, a Division One Court of Appeals case the Defendants argued was directly on point.

On June 11, 2007, the Court of Appeals ruled on the *Satomi* matter, deciding Defendants did *not* have a right to force the Association or its members into arbitration. In response to this ruling, the Association moved to lift the stay and set a new trial date. The Court lifted the stay and ordered the parties to agree on a new trial date. The parties are unable to agree upon a new trial to date. Defendants incorrectly believe the matter is still stayed pending a ruling from the Supreme Court, which accepted the *Satomi* defendant's application for certification.

II. EVIDENCE RELIED UPON

The Declaration of Theresa Verretto, Declaration of Jessica Haselby, Declaration of Kim Fuchs, Declaration of Sandy Kaplan, Declaration of Jeff Babcock, Declaration of Harvey Dean, Declaration of Bill Cassels, Declaration of Brooke Gerton, Declaration of Gallager, Declaration of Linda Haller, Declaration of Mercy Laurino, Declaration of Cally Lervick, Declaration of Sabrina Tatta, Declaration of Mark Jobe and exhibits attached thereto and including the court records and files referenced herein.

III.AUTHORITY

1. No legal authority exists to support Defendants' continued insistence the Owners Association must surrender its right to a jury trial.

The Association is able to confirm via interviews with individual owners and a review of their documentation that several of them did not sign the Warranty Addendum (a/k/a "Addendum") the Defendants have relied upon to prevent this matter from proceeding after more than two years. Without the Warranty Addendum, Defendants are forced to agree no

¹ See Declaration of Theresa Verretto, Declaration of Jessica Haselby, Declaration of Kim Fuchs, Declaration of Sandy Kaplan, and Declaration of Jeff Babcock

PLAINTIFF'S MOTION TO SET TRIAL DATE - 3

factual or legal authority exists to continue to force the entire community to relinquish their rights to a jury trial.

Pursuant to the Washington Condominium Act and the Defendant drafted CC&R's (a/k/a Condominium Declaration), the Association is authorized to "Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or *two or more* unit owners on matters affecting the condominium." (RCW 64.34.304(d)). As the Association is authorized to pursue this matter on behalf of each of the homeowners, the Defendants refusal to cooperate on identifying a new trial date, and based upon Defendants' inability to provide factual or legal support for its proposition the homeowners must pursue this matter in a venue unilaterally chosen by Defendants, the Court is permitted to and should, on its own, set a trial date for this two year old case.

2. The Defendants are contractually obligated to litigate the breach of contract claims not contained within the Warranty Addendum.

The Purchase and Sale Agreements and attached Addendum signed by the Defendants and several members of the Association contained numerous promises². One of the express promises contained within the Addendum was that the garage would be 6'6" high³. In fact, the garage is only 6'4"⁴. Also contained within the Addendum is an express promise that the member would be provided the right to a jury trial. This Addendum contains separate and distinct obligations and the Court should enforce them and set a trial date.

⁴ See Declaration of Mark Jobe

²-See Declaration of Harvey-Dean, Declaration of Bill Cassels, Declaration of Brooke Gerton, Declaration of Gallager, Declaration of Linda Haller, Declaration of Mercy Laurino Levrick, and Declaration of Sabrina Tatta ³ See Declaration of William Cassels and Harvey Dean

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3. The Court should reject any argument this matter is stayed pending a ruling by the Supreme Court.

Defendants in this case have suggested this Court stay the Associations claims until the Supreme Court rules on the arbitration issue before it. This is nonsensical.

As discussed above, many of the owners did not sign a Warranty Addendum, and therefore there is no factual or legal argument they have to arbitrate their claims. There is absolutely no reason to force the members to wait another two to three years for the Supreme Court to rule and then litigate the claims. The Court should rebuke any argument the Association and its members should be forced to delay any longer.

This matter has been ongoing for over two years and the Association and members are due their day in Court.

IV. CONCLUSION

For the foregoing reasons, the Association respectfully requests that the Court schedule this matter for trial in April or May 2009.

A Proposed Order is attached.

DATED this ____ day of July 2007.

CASEY & SKOGLUND PLLC

Todd K. Skoglund, WSBA #30403 Adil A. Siddiki, WSBA #37492

Attorneys for Plaintiff

PLAINTIFF'S MOTION TO SET TRIAL DATE - 4 CASEY & SKOGLUND PLLC 114 West McGraw Street Seattle, Washington 98119 Phone (206) 284-8165

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SALMI & GILLASPY, PLLC

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

BLAKELEY COMMONS CONDOMINIUM ASSOCIATION, a Washington non-profit corporation,

Plaintiff,

vs.

BLAKELEY VILLAGE LLC, a Washington Corporation; INTRACORP REAL ESTATE, LLC, a Washington Corporation; JOHN AND JANE DOES 1 through 20, individuals; CONTRACTOR DOES 21 through 35, entities conducting business in Washington;

Defendants.

NO. 06-2-03941-6SEA

DECLARATION OF JESSICA HASELBY IN SUPPORT OF PLAINTIFF'S MOTION TO SET A TRIAL DATE

I, JESSICA HASELBY, declare under the penalty of perjury and in accordance with the laws of the State of Washington, I am over 18 years old, competent to testify, and make this declaration based on personal knowledge:

- 1. I am an original purchaser of Unit No. 2A at the Blakeley Commons Condominium project in Seattle, Washington.
- 2. Attached hereto as Exhibit #1 is a true and correct copy of my Purchase and Sale Agreement for Unit No. 2A at the Blakeley Commons Condominiums.

DECLARATION OF JESSICA HASELBY IN SUPPORT OF PLAINTIFF'S MOTION TO SET A TRIAL DATE - 1



CASEY & SKOGLUND PLLC 114 West McGraw Street Seattle, Washington 98119 Phone (206) 284-8165

- I have reviewed Exhibit No. 2, attached hereto, entitled "BLAKELEY COMMONS, A CONDOMINIUM WARRANTY ADDENDUM" (hereinafter "Warranty Addendum") and to the best of my knowledge, I never signed a warranty addendum nor was I asked to sign a warranty addendum.
- 4. At no time did I understand by entering a Purchase and Sale Agreement with Blakely Village, LLC, I was giving up my right to a jury trial for any breach of contract, breach of the Consumer Protection Act, breach of implied warranty, breach of fiduciary duty, and/or any other similar claim, which I would normally have as a result of such transaction. It was never my understanding or my intent to give up my right to assert one of the foregoing claims by entering into the Purchase and Sale Agreement with Blakeley Village, LLC.

I SWEAR UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

EXECUTED at Seattle, Washington this 1/8 day of June, 2008.

Jessica Haselby

EXHIBIT #1

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Seller 15: Blakeley Uillace Like

@ Copyright 1989 NWMLS Form 24 Commercial Brokers Association CBA Form PS-1A All Rights Reserved Purchase & Sale Agreement COMMERCIAL AND INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT Page 1 of 6 This has been prepared for submission to your attorney for review and approval prior to algaing. No representation is made by livensee as to its sufficiency of tax consequences November 15 Date: , agrees to buy and casica Hasello acsians The ungereigned Buyer, hients thereon (collectively, the City of "Property") commonly known as Selve agrees to sell, on the following terms, the commercial real estate an Blakeley Street, in the City of County, Washington, legally described on attached Edibit A. ING (Buyer and Seller authorize the Listing Agent or Selling Ucensee to Insert and/or correct, over their signatures, the legal description of the Property.) Fromty Thousand 1. PURCHASE PRICE. The total purchase price is Three Hewchild Dollars (5-320,000,000,000,000), Including the ear noney, payable as follows (check only ent)), including the earness Lhirty Five All cash at closing, including the pamest money, with no tinanong contingency. At cash at clasing, including the earnest money, contingent on new linearing under Section 4a below. % of the purchase price in cash at closing, including the samest money, with the balance of the purchase price paid at follows (check one or both, as applicable): Buyer's austimption of any Underlying note and deed of trust, or real astate contract, if under Section 4p below; 🔲 Buyer's dolivery at closing of a promiseory note for the balance of the purchase price, sectured by a dead of busi encumbering the Property, as described in Section 4c below, 11 In the form of 1: Z. EAFINEST MONEY. Buyer agrees to deliver the earnest money _ Cash Personal check - Promiseory nots - Other: If the earnest maney is in the form of a promissory note it shall be tike no later than: 21 days after mutual acceptance. Upon removal of the inspection contingencies in Section 5 below. Other: The earnest money shall be hold by 🗀 Salling Licenses 💢 Closing Agent. Buyor shall deliver the earnest money no later than: days after mutual acceptance. Upon removal of the inspection contingencies in Section 5 below. Solling Linenses may, however, transfer the serress money to Closing Agent. ti the earnest money is to be held by Seiting Licensee and is over \$10,000, it shall be deposited to: 🔲 Seiting Ucensee's people trust account (with interest gold to the State Treasures) . A separate interest treating trust account in Selling Licensec's name. The interest, if any, shall be H this sale lade to close. 9 credited at closing to Buyor whose Social Security or respayer ID Number is: Solling Licensee shall deposit any check to be held by Spilling Licensee within 3 days after receipt or mutual appointance, while Buyer agrees to pay financing and nurchase mote insured to the property of the payon of the payo contragercy Buyer agrees to pay financing and purchase costs incurred by Buyer, if all or part of the earnest money is to be returned to Buyer and any such costs remain unpaid, Seiling Uceasee or Closing Agent may deduct and pay them therefrom, Unicas otherwise provided in this Agreement, the contest mount strait pe abblicable to the brickess brice and shall be non-retundable except where a cougget to British and Advertises and shall be used in the part interest of the property of the property and the part interest of the property of the property and the part interest of the property of th

EXHIBITS AND ADDENDA. The following Exhibits and Addenda are made a part of this Agreement:
 Exhibit A - Legal Description

Exmest Money Promissory Note, CBA Form EM
Promissory Note, LPB Form No. 28A/CBA Form N1-A

Agreement is not estimied through no fault of Buyer.

Short Form Deed of Trust, LPB Form No. 26

Doed of Trust Rider, CBA Form UTR
Utility Charges Addendum, CBA Form UA

☐ FIRPTA Contillostion, CBA Form 22E
☐ Assignment and Assumption, CBA Form PS-A8

Addendum/Amendment, CBA Form PSA

Buyer.

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NITIALS: BUYOR JEST DATE: 11/15/04

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NWMLS Form 24 C8A Form PS-1A Purchase & Sale Agreement Rov. 12/99 Page 2 of 6 © Copyright 1999 Commercial Brokers Association All Rights Reserved

COMMERCIAL AND INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT (CONTINUED)

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COMMERCIAL AND INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT (CONTINUED)

	of the Property by Buyer and its agents. This agreement to indemnify and defend Soller shall survive closing. Buyer may continue to enter the Property and Interview tenents in accordance with the tempologisterms and conditions after removal or satisfaction of the inapection comingency only for the purpose of re-cale, lessing or to satisfy conditions of line acting.	118 118 120
6.	TITLE INSURANCE.	121
	s. Title Report. Soller authorizes Lendor and Listing Agent, Solling Doenses or Clouing Agent, at Seller's expones, to apply for and deliver to Buyer a standard attended (Standard, if not complored) coverage dwird's policy of little insurance, if an extended coverage owners policy is peodled, Buyer shall pay the increased costs accordated with that relicy including the exceeds premium over that charged for a standard policy, and the cost of any survey required by the title insurer. The title report shall be bested by	125 125
	b. Permitted Exceptions. Buyer shall notify Seller of any objectionable matters in the title commitment or any supplemental report within ten (10) days after receipt of such commitment or supplement. This Agreement shall terminate and Buyer shall receive a refund of the samest money, less any costs advanced or committed for Buyer, unless (6) within ten (10) days of Buyer's notice of such objections, Seller agrees to remove all objectionable provisions, or (10), within fitteen (16) days efter Buyer's notice of such objections. Buyer notifies Seller in writing that it waives any objections which Seller does not agree to remove. The closing date shall be extended to the extent of the permitted for these notices. Those provisions not objected to or for which Buyer waived its objections shall be referred to delivery as the "Permitted Exceptions." The title policy shall contain no exceptions other than the General Exceptions common to such form of policy and the Permitted Exceptions.	128 128 129 130 131 132 133
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	Christian 73-10 ("Closing Agam"). Buyer and Seller will, inumentality on demand, deposit with Closing Agam all instruments and monies required to complete the parchase in accordance with hits Agreement. "Closing" shall be deemed to have occurred when all documents are recorded and the eals proceeds are available to Seller. Time is of the essence in the parthments of this Agreement.	136 137 138
Б.	CLOSING COSTS. Setter shall pay the excise tax and premium for the owner's stendard coverage title policy. Setter and Buyer shall each pay one-half of the section (see, Real and personal property taxes and assessments payable in the year of closing; rents on any existing tenancies; interest; mortgage reserves; utilizes and other operating expenses shall be pro-tood as of closing. Buyer shall pay all costs of linearing including the promium for the lender's libe policy. Security, cleaning, and any other uncomed deposits on tenancies, and remaining mortgage or other reserves shall be assigned to Buyer at closing. The real exists commission is due on closing or upon Saller's default under this Agreement.	135 141 141 145 145 145
	s. Unpeid Utility Obserges. Buyer and Seller WAIVE DO NOT WAIVE the right to have the Closing Agent disburse closing lands nacessary to satisfy unpeid utility charges affecting the Property pursuant to RCW 68.80, it "do not waive" is checked, then write C CBA Form UA ("Littlib" Charges" Actiendum). If reither box is checked, then the "do not waive" option applies.	141 141 14:
8,	nues or liabilities upon receipt or payment thereof to the extent those famile were profitted of changed upon receipt or payment thereof to the extent those famile were to the Seller or the Property prior to closing shall be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimburged the amount be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimburged the amount paid plus interest at the rate of 12% per annum beginning lifteen (11) days from the date of Buyer's written demand to Seller far reimburgement until such rebindurgement is made. Rems collected from each tensul after closing shall be applied on the banefit of Seller for delinquent remails oved for a period prior to closing.	141 141 151 15 15! 15: 16:
	OPERATIONS PRIOR TO CLOSING. Prior to oldering, Soller shall continue to operate the Property in the ordinary course of its business and midipaln the Property in the same or better condition time as existing on the date of mutual exceptance of this Agreement, but shall not be required to repair maintail demands from causity except as otherwise provide in the Agreement. Soller shall not enter into or madely existing remains or leases (except that Saller may modify or terminals residential rental agreements or leases in the ordinary course of its business), solvice contracts, of other agreements affecting the Property which have leaves extending beyond closing without first obtaining Buyers consent,	151 16' 751 15'1 16'1
11.	POSSESSION. Buyer shall be entitled to possession, subject to existing tenencies (il shy), on closing (on closing, if not completed).	18 i
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Page 4 of 6

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COMMERCIAL AND INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT (CONTINUED)

Finakes to representations of warrantes regarding the Property other than those specified in this Agreement, Suyer otherwise takes the enty "AS IS," and Buyer shall pherwise rely on its own pre-closing inspections and investigations. ARDOUS SUBSTANCES. Except as disclosed to or known by Huyer prior to the satisfaction or walver of the Inepection contingency states added to the satisfaction of the Property of the satisfaction or walver of the Inepection contingency states of above, Solid represents and warrants to Buyer that, to the best of the knowledge: (i) there are no Hazardous Substances (as defined of above, Solid represents and warrants to Buyer that, to the best of the knowledge: (i) there are no Hazardous Substances (as defined or the satisfaction of the property; and (iii) there is no pending or three tend investigation or remedial action by any are no underground aborage taries located on the Property; and (iii) there is no pending or three tend investigation or remedial action by any interest of the satisfaction of Environmental Law at the Property. As used health, the influences substances of Hazardous Substances or the violation of Environmental Law at the Property. As used health, the influences substances of hazardous substances or material now or herefore defined or regulated as a hazardous substance, hazardous interesting in the substances, pollutant, or contaminant under any lederal; about, or local law, regulation, or ordinance governing any substance interesting to substances, pollutant, or contaminant under any lederal; about, or local law, regulation, or ordinance governing any substances appeal local cause actual or suspected harm to human hostin or the environmental Law"). The term "Hazardous Substances" specifically deep but it not limited to, petroleum by-products, and axhereure. SONAL PROPERTY. In the actual or connection with the Property, which sales will femiliae in an Addendum to be attended to this Agreement within only local or included all right, life amount agreed upon by t	182 183 184 185 188 187 188 189 190 191 192 184 194 194 194 194 195
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COMMERCIAL AND INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT (CONTINUED)

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NWMLS Form 24 CBA Form PS-1A Purchase & Sala Agreement Rev. 12/99 Page 8 of 9

COMMERCIAL AND INVESTMENT REAL ESTATE PURCHASE AND SALE ADREEMENT (CONTINUED)

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20.	CONFIDENTIALITY, Unit and unless closing has been to onsummated, Buyer Will treat at information obtained as bosterious with the agottation and performance of this Agreement as confidential (accept for any information that Buyer is required by law to disclose and then only after giving Seller written notice at loss times (3) days prior to the disclosure; and will not use or knowingly permit the use of any confidential information in any manner detrimental to Seller.	280 290 291
	in, and juriner agrees to pay a commission in a total amount computed in accordance with the listing agreement. Setter agrees to pay a commission of the parties of written listing agreement. Setter agrees to pay a commission shall be apportioned between Listing Agent and Setting Licenses as specified in the listing agreement of any co-brokerage agreement. Setter assigns to Listing Agent and Setting Licenses a portion of the sales proceeds equal to the commission, if the exmest money is remained as liquidated demages, any outsis advanced or committed by Listing Agent or Setting Licenses for Buyer or Setter shall be retinoursed or paid therefrom, and the business shall be paid one-half to Setting Licenses for Buyer or Setter shall be retinoursed or paid therefrom, and the business shall be paid one-half to Setting Licenses according to the listing agreement and any on-brokerage agreement. In any section by Listing Agent or Setting Licenses according to the listing party is entitled to reasonable alternays' toos and expanses. Notifier Listing Agent nor Setting Licenses are receiving compensation from more than one party to this turnsection values disclosed on an attached addendum, in which case Buyer and Settion 28 above, the pages containing this section, the parties' signatures and an attached exceeding of the Property described in attached Exhibit A, is commercial real setate. Notwitistanding Section 28 above, the pages containing this section, the parties' signatures and an attachment describing the Property may be recorded.	294 295 298 297 298 298 300 301 302 303 304
28,	LISTING AGENT AND SELLING LICENSEE, LISTING AGENT, AND BROKERS HAVE NOT MADE ANY REPRESENTATIONS OR OR SELLER, THE SELLING LICENSEE, LISTING AGENT, AND BROKERS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE LEGAL EFFECT OF THIS AGREEMENT, BLYER'S OR SELLER'S FINANCIAL STRENGTH, OR THE PROPERTY INCLUDING WITHOUT LIMITATION, THE PROPERTY'S ZONING, COMPLIANCE WITH APPLICABLE LAWS (INCLUDING LAWS REGARDING ACCESSIBILITY FOR DISABLED PERSONS), OR HAZARDOUS MATERIALS. SELLER AND GEYER ARE EACH ADVISED TO SEEK INDEPENDENT LEGAL AND TAX ADVICE ON THESE AND OTHER MATTERS RELATED TO THIS AGREEMENT.	306 306 307 308 309 310 311
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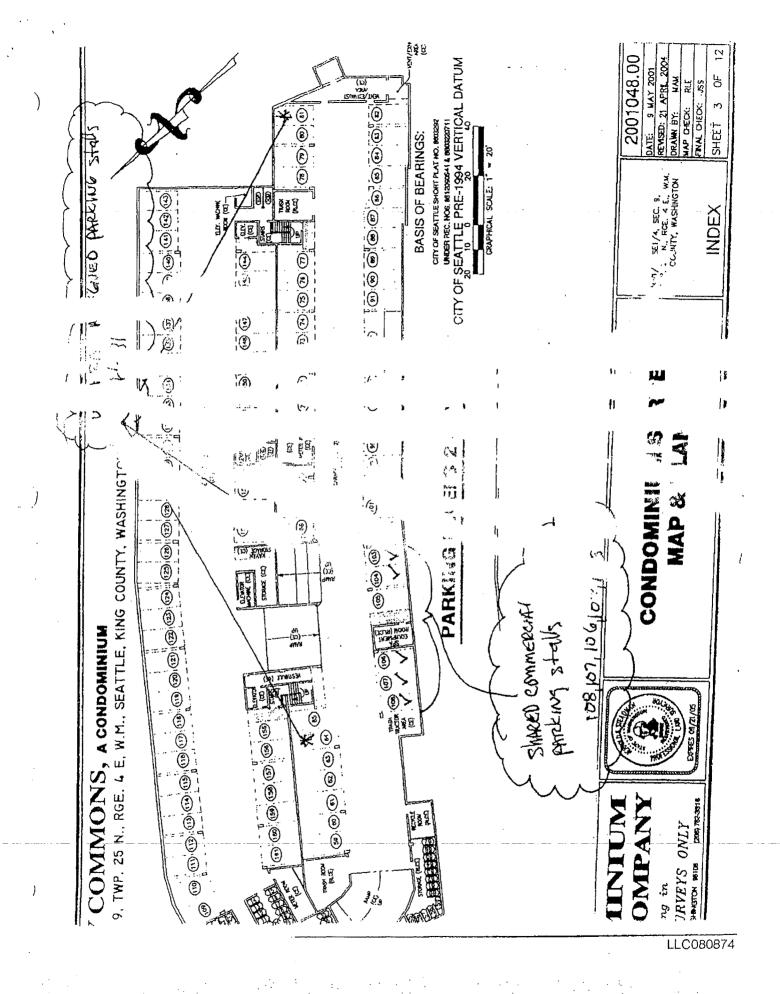
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NWMLS Form No. 34 Addendom/Armendment to P & S Ray, 5/95 Page 1 of 1 © Copyright 1898 Northwest Multiple Listing Service ALL RIGHTS RESERVED

ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT

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EXHIBIT #2

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V sia U	1		•	of Purchaser(s):	· · · · · · · · · · · · · · · · · · ·	
The-im modified Purchase definitio Warrant	The Seller and the the Purchaser's s aninium identified all plied warranties of d by this Warranty, er, including the ins of terms set for y, the term "Comm to of the Condominium of th	quality under the and all provisions on plied warranties of the in the Condomin on Elements' included	the terms stated in Washington Com- of this Warranty application of quality under the	out and all Conthis Warranty dominium Act, ply to all warran the Washington (ommon Eleme Addendum ('V RCW Chapter ties from the Se Condominium	ots in the Varranty"). 64.34, are other to the Act. The
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equipment. The Seller makes no warranties or representations with respect to equipment provided to Association for use in operation or maintenance of the Common Elements. With respect to all such appliances and equipment, the Seller's sole obligation is to assign to Purchaser all warranties and guarantees furnished to the Seller from the suppliers or manufacturers of the items.

- damage to the extent caused or made worse by (i) negligence, failure to inspect, lack of maintenance, improper maintenance, improper operation or other action by anyone other than the Seller or its agents or contractors; (i) failure of the Purchaser or the Association to comply with the warranty requirements of manufacturers or suppliers of appliances, fixtures or equipment; (ii) abnormal loading (including waterbeds) on floors, decks or other surfaces by the Purchaser that exceeds design loads that meet building codes; (iv) making or installation of holes, penetrations, windows or skylights in the Unit or Common Elements by anyone—other than the Seller or its employees, agents or contractors; (v) failure of the Purchaser or the Association to mitigate damages; or (vi) changes made to the Unit or Common Elements by anyone other than the Seller or its employees, agents or contractors after closing.
- e. <u>Personal Injury and Consequential Damages</u>. This Warranty excludes bodily injury, illness and death; damage to or theft of personal property; costs of shelter, transportation, food, moving, storage or other incidental expenses relating to relocation during repairs; and consequential, exemplary and punitive damages.
- f. <u>Defined Standards and Tolerances</u>. This Warranty excludes all defects and faults "Covered" or (b) are listed as "Not Covered" in Attachment A to this Warranty ('Defined Standards and Tolerances').
- g. Warranty at Time of Purchase. This Warranty applies only to the construction and condition of the Unit and Common Elements at the time of Seller's sale of the Unit to the Purchaser. This Warranty does not extend to future performance or duration of any improvement or component of the Condominium, and the Seller makes no such warranty.
- h. Other Limitations and Exclusions. This Warranty excludes any loss or damage water escape. falling objects, aircraft, vehicles, acts of God, lightning, windstorm, hall, flood, mud slide, carthquake, volcanic eruption or changes in underground water table not reasonably foreseeable; (iii) caused by soil movement; (iv) caused by insects; (v) caused to or by any items supplied by the Purchaser or which are not part of the Unit at the time of closing; (vi) relating to cooking odors or other odors from other Units or elsewhere; or (vii) consisting of or relating to temporary ponding or pooling of water on roofs, decks, walkways, driveways or other parts of the Condominium, provided such ponding or pooling does not cause damage to the Unit or Common Elements.
- Apparent Unit Defects. The Purchaser has had or will have at the time of possession the opportunity to make a detailed walk-through inspection of the Unit with a representative of the Seller ('Initial Inspection') and to notify the Seller in writing of any defects in appearance or color of, or damage to, the surfaces and fixtures in the Unit ("Apparent Unit Defects"). The Seller shall with reasonable promptness correct any Apparent Unit Defects which exist (in accordance with Attachment A hereto, "Defined Standards and Tolerances") and of which the Purchaser notifies the Seller in writing at the time of the Initial Inspection. The Purchaser waives all claims for any Apparent Unit Defects of which the Seller is not notified in writing at the time of the Initial Inspection, and this Warranty shall not extend to any Apparent Unit Defects of which the Seller is not notified in writing at the time of the Initial Inspection. "Apparent Unit Defects" include but are not limited to defects, inconsistencies, non-conformity and pre-existing damage in and to: paint, wall coverings, ceilings, bardwood and other floor materials, carpets, tiling or ceramic surfaces, electrical and

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heating/cooling/ventilation fixtures, bathroom fixtures and hardware, door and window hardware, cabinets, countertops and other surfaces in the Units.

Apparent Common Element Defects. The Purchaser and Seller agree that the Seller is emiriled to receive timely nonce of any construction defects in the Common Elements in order to verify that such defects have not been caused by subsequent damage and in order to allow the Seller the opportunity to correct such defects. Therefore, within sixty days after the termination of the period of declarant control provided in RCW 64.34.308(4), the Association shall notify the Seller in writing of any defects in the Common Elements which are visible or of which the Association has knowledge ("Apparent Common Element Defects"). The Seller shall with reasonable promptness correct any Apparent Common Element Defects which exist (in accordance with Attachment A hereto, "Defined Standards and Tolerances") and of which the Association timely notifies the Seller in writing. The Purchaser and the Association waive all clairs for any Apparent-Common-Element-Defects of which the Seller is not timely notified in writing, and this Warranty shall exclude any Apparent Common Element Defects of which the Seller is not timely notified in writing. "Apparent Common Element Defects" include but are not limited to visible or apparent defects, inconsistencies, non-conformity and pre-existing damage in and to: decks, walkways, siding, exterior surfaces, roofs, gutters and drainage pipes, landscaping, retaining walls, foundations, garages, paved surfaces, paint, wall coverings, ceilings, hardwood and other floor materials, carpets, tiling or ceramic surfaces, electrical, plumbing and heating/cooling/ventilation fixtures, and door and window hardware.

5. Claims Procedure.

Limitation of Time to Give Notice of Claim. If the Purcheser or the Association has a claim against the Seller arising out of any alleged defect in the Unit or any Common Element or any alleged breach of this Warranty or any other claimed warranties, express or implied, the Purchaser must give written hotice of such claim to the Seller within one year after: (a) as to claims relating to the condition of a Unit, the date when the Purchaser entered into possession of the Unit if a possessory interest was conveyed, or the date of acceptance of the instrument of conveyance if a nonpossessory interest was conveyed; and (b) as to claims relating to the condition of any Common Element, the latest of (i) the date the first unit in the Condominium was conveyed to a bona fide purchaser, (ii) the date the Common Element was completed, (iii) the date the Common Element was added to the Condominium; or (iv) the end of the period of declarant control, if any, under RCW 64.34.308(4). FAILURE TO GIVE WRITTEN NOTICE OF CLAIM WITHIN THE ONE-YEAR PERIOD AND IN THE MANNER DESCRIBED IN THIS WARRANTY SHALL CONSTITUTE AN ABSOLUTE AND UNCONDITIONAL WAIVER, RELEASE AND BAR OF SUCH CLAIM. Oral notice shall not satisfy the requirements of this Paragraph. The requirements of this Paragraph shall not be modified or waived except by a writing signed by an officer of the Seller expressly referring to this Paragraph and expressly modifying or waiving the requirements of this Paragraph. The foregoing shall not be deemed to reduce or lengthen any period of limitation of time to bring legal action provided by the Washington Condominium Act or other applicable law, however, the Purchaser or Association shall not bring any legal action on any claim with respect to which the Purchaser or Association has not complied with the provisions of this Paragraph.

b. Notice of Claim and Cure Each claim under this Warranty which is made by the Purchaser with respect to the Unit, or by the Association with respect to a Common Element, shall first be made in writing, entitled "Notice of Claim," and shall contain a detailed description of the claimed defect Each claim shall be mailed, postage paid, to:

Blakeley Village LLC 2505 Second Avenue, Suite 300 Seattle, WA 98121-1473

or to such other address as the Seller shall provide to the Purchaser. The Purchaser shall provide the Seller access and entry to the Unit and Common Elements during normal business hours to inspect and/or repair the

Page 3 of 5

claimed defect within 48 hours after any written or spoken request by Seller for such access, or immediately if reasonably decreasing to provent further damage. The Seller shall respond in writing to such claim no later than 30 days after the Seller's receipt of the claim. The Seller shall bave the right to cure the defective construction described in the claim to conform with this Warranty within 90 days after responding to the claim or within such longer period as may reasonably be required. The Seller may at its option repair or replace, or pay the reasonable cost of repairing or replacing, such defective construction. The Seller shall not be responsible for exact color, paint matching, texture or finish matches nor for unavailability of materials or components matching materials or equipment originally used. If either party is dissatisfied with the resolution of the claim following the Seller's written response and effort to cure the defective condition, then the parties shall meet within 14 days in an effort to resolve the claim to the parties' mutual satisfaction. All work done by Seller or its contractors on items not covered by this Warranty shall be at Purchaser's sole cost unless otherwise agreed in writing. Purchaser shall pay all costs incurred by Seller in inspecting items not covered by this Warranty based upon prevailing rates for Seller's employees or contractors.

- any other claimed warranty relating to the Unit or Common Elements must be commenced within four years after the cause of action accrues. A cause of action accrues, regardless of the Purchaser's lack of knowledge of the breach:

 (a) as to the Unit, the date Purchaser is first entitled to possession of the Unit; and (b) as to each Common Element, at the latest of (i) the date the first Unit in the Condominium was conveyed to a bona fide purchaser!

 (ii) the date the Common Element was completed, or (iii) the date the Common Element was added to the Condominium.
- Seller's Right to Arbitration At the option of Seller, Seller may require that any claim asserted by Purchaser or by the Association under this Warranty or any other claimed warranty relating to the Unit or Common Elements must be decided by arbitration, in King County, Washington, under the Construction Arbitration Rules of the American Arbitration Association (AAA) in effect on the date bereof, as modified by this Warranty. There shall be one arbitrator selected by the parties within seven days of the arbitration demand or if not, then pursuant to the AAA Rules, who shall be an attorney with at least five years condominium or construction law experience. Any issue about whether a dispute or claim must be arbitrated pursuant to this Warranty shall be determined by the arbitrator. At the request of either party made not later than 75 days after the arbitration demand, the parties agree to submit the dispute or unresolved claim to nonbinding mediation which shall not delay the arbitration hearing date. There shall be no substantive motions or discovery, except the arbitrator shall authorize such discovery as may be necessary to chauce a fair hearing, which shall be held within 120 days of the demand and concluded within two days. These time limits are not jurisdictional. The arbitrator shall apply substantive law and may award injunctive relief or any other remedy available from a judge including attorney fees and costs to the prevailing party, but the arbitrator shall not have the power to award punitive damages. The decision rendered by the arbitrator shall be final and binding without appeal or review and may be enforced in any court of competent jurisdiction.
- Seller's Right to Inspect. The Soller shall be entitled (but shall not be obligated) to inspect any Common Elements at any time without notice to the Purchaser or the Association. The Seller shall be entitled (but shall not be obligated) to inspect the Unit at any time until four years after Purchaser takes possession of the Unit, or at any time if there is a pending action relating to the condition of any part of the Condominium upon at least five days' written notice to the Purchaser or such shorter time as may be provided by court order.
- 9. <u>Defects Encountered in Construction Process</u>. The Purchaser acknowledges that defects and construction problems may occur during the construction process and be corrected by the builder and subcontractors during the course of or after the construction process, and the Purchaser agrees that if defects or construction problems have occurred during the construction process, this is not of itself a matter requiring disclosure to the Purchaser.

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Page 4 of 5

and sale warrant rights u Purchase and expe	Subsequent Purchasers. If the Purchaser sells the Unit at any time within four years after of the sale of the Unit from Seller to Purchaser, or Purchaser's taking possession of the Unit of the sale in writing and shall include in the signed purchase of agreement providing for such sale a provision that the person(s) purchasing the Unit agree that any yrights of such person(s) relating to the Unit or Common Elements are limited to the Purchaser's this Warranty at the time of such sale. If Purchaser fails to comply with this Paragraph, corses hall indemnify, defend and hold harmless Seller from and against all damages, costs, attorney fees caused by such failure. 11. No Other Warranties. The Seller and the Purchaser agree that there are no express or warranties concerning the design, construction or condition of the Unit or Common Elements arising ler's sale of the Unit to the Purchaser, other than those stated in this Warranty.
possession upon the of purcha invalid or	2. Survival and Savings. This Warranty shall survive the conveyance of title, delivery of on of the Unit, or other final settlement between the Seller and the Purchaser, and shall be binding Seller and the Purchaser notwithstanding any provision to the contrary contained in the contract use or other writing executed by the Purchaser or Seller. If any part of this Warranty is held unenforceable, such invalidity or unenforceability shall not affect the remainder hereof. The Seller and Purchaser have executed this Warranty Addendum this day of
1	. day 61
PURCHA:	SER.
SELLER:	BLAKELEY VILLAGE LLC, a Washington limited
	liability company
	By:
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11/20/05/531 AM	Page 5 of 5
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Supreme Court No. 80584-9 SUPREME COURT OF THE STATE OF WASHINGTON

BLAKELEY COMMONS CONDOMINIUM ASSOCIATION, LLC

Respondent,

٧.

BLAKELEY COMMONS LLC

Petitioner

APPENDIX TO BRIEF OF RESPONDENT

Todd K. Skoglund, WSBA #30403 Casey & Skoglund, PLLC 114 W. McGraw St Seattle, Washington 98109 (206) 284-8165

Joseph A. Grube, WSBA #26476 Ricci Grube Aita, PLLC Attorneys for Respondent 1200 Fifth Avenue, Suite 625 Seattle, Washington 98101 (206) 770-7606

APPENDIX

Sub#	Title of document
97	Motion to Set Trial Date/Plaintiff
103	Declaration of Kim Fuchs
104	Declaration of Jessica Haselby
105	Declaration of Theresa Verretto
106	Declaration of Sandi Kaplan
113	Declaration of Todd Skoglund
116	Reply to Motion to Set Trial Date
119	Order Denying Motion to Set Trial Date

Respectfully submitted this day of August 26 th , 2008

/s/

Todd Skoglund, WSBA #30403 Casey & Skoglund, PLLC Attorneys for Respondent

/s/

Joseph A. Grube, WSBA #26476 RICCI GRUBE AITA & BRENEMAN, PLLC Attorneys for Respondent

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corporation,

Washington;

vs.

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RECEIVED JUL 6 5 2003 SALMI & GILLASPY, PLLC

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

BLAKELEY COMMONS CONDOMINIUM

NO. 06-2-03941-6SEA

DECLARATION OF KIM FUCHS IN SUPPORT OF PLAINTIFF'S MOTION TO SET A TRIAL DATE

I, KIM FUCHS, declare under the penalty of perjury and in accordance with the laws of the State of Washington, I am over 18 years old, competent to testify, and make this declaration based on personal knowledge:

- I am an original purchaser of Unit No. 2B at the Blakeley Commons 1. Condominium project in Seattle, Washington.
- Attached hereto as Exhibit #1 is a true and correct copy of my Purchase and Sale Agreement for Unit No. 2B at the Blakeley Commons Condominiums.

DECLARATION OF KIM FUCHS IN SUPPORT OF PLAINTIFF'S MOTION TO SET A TRIAL DATE - 1

ASSOCIATION, a Washington non-profit

BLAKELEY VILLAGE LLC, a Washington

Corporation; INTRACORP REAL ESTATE, LLC, a Washington Corporation; JOHN AND JANE DOES 1 through 20, individuals;

Defendants.

Plaintiff,

CONTRACTOR DOES 21 through 35, entities conducting business in



CASEY & SKOGLUND PLLC 114 West McGraw Street Seattle, Washington 98119 Phone (206) 284-8165

I have reviewed Exhibit No. 2, attached hereto, entitled "BLAKELEY COMMONS, A CONDOMINIUM WARRANTY ADDENDUM" (hereinafter "Warranty Addendum") and to the best of my knowledge, I never signed a warranty addendum nor was I asked to sign a warranty addendum.

4. At no time did I understand by entering a Purchase and Sale Agreement with Blakely Village, LLC, I was giving up my right to a jury trial for any breach of contract, breach of the Consumer Protection Act, breach of implied warranty, breach of fiduciary duty, and/or any other similar claim, which I would normally have as a result of such transaction. It was never my understanding or my intent to give up my right to assert one of the foregoing claims by entering into the Purchase and Sale Agreement with Blakeley Village, LLC.

I SWEAR UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

EXECUTED at Seattle, Washington this \(\frac{7}{8} \) day of June, 2008.

Kim Fuchs



Windermere Wall Street Inc. 2420 2nd Avellue Seattle, WA 98121 Phone: (206) 448-6400 Fax: (206) 448-3291 © Copyright 1998 : Commercial Brokers Association All Rights Resouved

CBA Form PS-1A
Purchase & Sale Agrament
Rev. 12/90
Page 1 of R

COMMERCIAL & INVESTMENT REAL ESTATE PURCHASE & SALE AGREEMENT

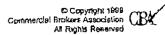
This has been prepared for autoritiston to your attornsy for review and approved prior to signing. No representation is made by licensee as to the sufficiency or tex consequences.

Date: July 30, 2004 The undersigned Buyer, Kim Fuchs and/or assigns, provided however, assigns shall be limited to members of her immediate family, her business partner and/or a corporation or LLC in which they are principals, agrees to buy and Saller agrees to sell, on the following terms, the commercial real estate and all improvements thereon (collectively, the "Property") commonly known as condominium unit A-2, 1,047 sq. ft., Blakely Commons, 2901 NE Blakeley St. in the City of Seattle, King County, Washington, legally rescribed on attached Exhibit A. (Buyer and Seller authorize the Listing Agent or Selling Licensee to insert and/or correct, over their signatures, the legal description of the Property.) 1. PURCHASE PRICE. The total purchase price is one hundred ninety thousand and xx/100 Dollers (\$190,000.00), including the earnest money, payable as follows (check only one): All cash at closing, including the earnest miney, with no financing contingency. ⋈ All cash at closing, including the earnest money, contingent on new financing under Section 4a below. % of the purchase price in cash at closing, including the earnest money, with the balance of the purchase price paid as follows (check one or both, as applicable): Buyer's assumption of any underlying note and deed of trust, or real estate contract, under Section 4b below; Buyer's delivery at closing of a promissory note for the balance of the purchase price, secured by a deed of trust encumbering the Property, as described in Section 4c below. \$9,500 Other: 2. EARNEST MONEY. Buyer agrees to deliver the earnest money \$3,000 in the form of Cash check Promissory note Other: If the earnest money is in the form of a promissory note, it shall be due no later than: days efter mutual acceptance. ☑ Upon removal of the inspection contingencies in Section 5 below. Other: The earnest money shall be held by Selling Licensee Closing Agent. Buyer shall deliver the earnest money no later than: days after mutual acceptance. Upon removal of the inspection contingencies in Section 5 below. Other: Selling Licensee may, however, transfer the enmest money to Closing Agent. If the earnest money is to be held by Selling Licensee and is over \$10,000, it shall be deposited to: Selling Licensee's pooled trust account (with interest paid to the State Treasurer) A separate interest bearing trust account in Selling Licensee's name. The interest, if any, shall be credited at closing to Buyer whose Social Security or texpayer ID Number is: ._____ If this sale fails to close, whoever is entitled to the earnest money is entitled to interest. Selling Licensee shall deposit any check to be held by Selling Licensee within 3 days after receipt or mutual acceptance, whichever occurs later. Buyer agrees to pay financing and purchase costs incurred by Buyer, if all or part of the earnest money is to be returned to Buyer and any such costs remain unpaid, Spiling Licensee or Date Seller Oate INITIALS: --Date



Buyer

Windermers Wall Streat inc. 2420 2nd Avenue Seattle, WA 98121 Prione: (206) 448-6400 Fax: (206) 448-3291



CBA Form PS-1A Purchase & Sale Agreement Rev. 12/99 Page 2 of 9

COMMERCIAL & INVESTMENT REAL ESTATE PURCHASI: & SALE AGREEMENT (CONTINUED)

Closing Agent may deduct and pay them therefrom. Unless otherwise provided in this Agreement, the earnest money shall be applicable to the purchase price and shall be non-refundable except where a condition to Buyer's obligation under this Agreement is not satisfied inrough no fault of Buyer. 3. EXHIBITS AND ADDENDA. The following Exhibits and Addenda are made a part of this Agreement: Exhibit A - Legal Description Earnest Money Promissory Note, CBA Form EMN Promissory Note, LPB Form No. 28A/CBA Form N1-A Short Form Deed of Trust, LPB Form No. 20 Deed of Trust Rider, CBA Form DTR Utility Charges Addendum, CBA Form UA FIRPTA Certification, CBA Form 22E Assignment and Assumption, CBA Form PS-AS Addendum/Amendment, CBA Form PSA Back-Up Addendum, CBA Form BU-A Vacant Land Addendum, CBA Form VLA 4. FINANCING. a. Application for New Financing. If payment of the purchase price is contingent on Buyer obtaining new financing, then Buyer's obligation to close in conditioned upon Buyer accepting a written commitment for financing. Buyer will not reject those terms of a commitment which provide for a loan amount of at least percent (90%) of the purchase price, interest not to exceed seven percent (7%) per annum, a payment schedule calling for monthly payments amortized over not less than twenty-five (25) years, and total placement fees and points not more than two and one half percent (2.5%) of the loan amount. Buyer shall make immediate application for said commitment, pay required costs and make a good faith effort to procure such financing. This Agreement shall terminate and Buyar shall receive a refund of the earnest money unless Buyer gives Saller written notice that this condition is satisfied or waived on or before pinty (60) days (60 days, if net completed) following mutual acceptance of this Agreement. b. Assumption of Existing Financing. If payment of the purchase price includes Buyer's assumption of a note and mortgage or deed of trust, or a real estate contract, Seller shall promptly deliver to Buyer a copy of the underlying debt instrument(s) to be assumed, and Buyer shall be deemed to have approved all of the terms of the debt instrument(s) unless Buyer gives notice of disapproval within five (5) days after receiving such instrument(s). If any of the debt instrument(s) requires the consent of a third party to the assumption by Buyer, then Buyer shall apply for such consent within seven (7) days after receiving the debt instrument(s). Upon Buyer's request, Seller shall assist Buyer by requesting the third party's consent to the assumption on Buyer's behalf. This Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives Seller written notice) days (30 days, if not completed) of receiving the debt instrument(s) stating that such consent is evallable. Buyer shall pay any assumption fees or other out-of-pocket expenses attributable to the assumption of the underlying indebtedness. c. Seller Financing. If Seller is financing a portion of the purchase price by promissory note and deed of trust, unless different forms are attached to this Agreement, Buyer shall execute and submit to the Closing Agent; (I) LPB Form No. 28A Promissory Note and the DUE ON SALE and COMMERCIAL PROPERTY optional clauses in that form shall apply; (ii) UCC-1 Financing Statement covering the personal properly described in Section 14 below; (III) LPB Form No. 20 Short Form Deed of Trust; and (iv) CBA Form No. DTR Deed of Trust Rider. The % per annum, and shall be payable as follows (choose promissory note shall bear interest at the rate of _ , 🔲 equal monthly installments one): _ monthly installments of interest only, _ monthly installments of \$ _ of principal and interest in an amount sufficient to fully amortize the outstanding principal balance at the stated . Payments shall commence on the first day of the first month years, [] other_ interest rate over after closing and continuing on the same day of each succeeding month until (choose one): INITIALS: Date

From-EYING & CLARK 04-Jul-30 04:40pm



5,

Windermers Wall Street inc. 2420 2nd Avenue Seattle, WA 98121 Phone: (208) 448-6400 Fax: (208) 448-3291



CBA Form P5-1A Purchase & Sale Agreement Rav. 12/90 Page 3 of 9

COMMERCIAL & INVESTMENT REAL ESTATE PURCHASI: & SALE AGREEMENT (CONTINUED)

principal shell, at Seller's option, peer interest of the property of Buyer's default. If Seller receives any allowed by lew, whichever is less, if not filled in) auring any period of Buyer's default. If Seller receives any monthly payment more than days (15 days if not filled in) after its due date, then a late payment charge of \$ % of the delinquent emount (5% of the delinquent amount if not filled in) shell be added to the scheduled payment. Buyer shall have cays (5 days if not filled in) after written notice to cure a default before Seller may declare all outstanding sums to be immediately due and payable. (Note to Buyer and Seller: If the Property is currently used primarily for agricultural purposes, then a nonjudicial foredosure/forfeiture remedy is available to Seller only by using a real estate contract and is not available with a deed of trust.) d. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange are including attorneys fees and costs) incurred by the cooperating party indicinal liability in doing so, and so long as any expenses (including attorneys fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to closing. 5. INSPECTION CONTINGENCY. This Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives written notice to Seller within twenty days (20 days if not filled in) of mutual acceptance of this Agreement stating that Buyer is satisfied, in Buyer's reasonable discretion, concerning all aspects of the property, including without limitation, its phylical condition; the presence of or absence of any hazardous the availability of government permits and approvals; and the fessibility of the Property for Buyer's intended burpose. If such notice is timely given, the inspuction contin		
deed of trust.) d. Section 1031 Like-Kind Exchange, if either Buyer or Seller Intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind sexchange as long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to closing. 5. INSPECTION CONTINGENCY. This Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives written notice to Seller within twently days (20 days if not filled in) of mutual acceptance money unless Buyer gives written notice to Seller within twently days (20 days if not filled in) of mutual acceptance of this Agreement stating that Buyer is satisfied, in Buyer's reasonable discretion, concerning all aspects of the Property, including without limitation, its physical condition; the presence of or absence of any hazardous substances; the contracts and leases affecting the property; the potential filmanical performance of the Property, the eavailability of the Property in the availability of government permits and approvels; and the feasibility of the Property for Buyer's intended purpose. If such notice is timely given, the inspection contingencies stated in this Section 5 Buyer and its agents as soon as possible but no later than ten (10) days after mutual acceptance of this Agreement all documents as soon as possible but no later than ten (10) days after mutual acceptance of this Agreement all documents as sorive contracts, and agreements with professionals or consultants entered into by the Seller or any predecessor service contracts, and agreements with professionals or consultants entered into by the Seller or any predecessor applications, drawings, surveys, studies and maintenance records; and accounting records and audit reports. Buyer shall dete	•	allowed by lew, whichever is less, if not filled in) after its due date, then a late payment charge of monthly payment more than days (15 days if not filled in) after its due date, then a late payment charge of monthly payment more than days (15 days if not filled in) shall be added to the \$\frac{1}{2}\$ of the delinquent amount (5% of the delinquent amount if not filled in) shall be added to the scheduled payment. Buyer shall have days (5 days if not filled in) after written notice to cure a default before Seller may declare all outstanding sums to be immediately due and payable.
Section 1031 like-kind exchange, the first other has been additional liability in doing so, and so long as any expenses exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys fees and costs) incurred by the cooperating party that are related only to the exchange are plaid or reimbursed to the cooperating party at or prior to closing. 5. INSPECTION CONTINGENCY. This Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives written notice to Setter within twenty days (20 days if not fitted in) of mutual acceptance of this Agreement stating that Buyer is satisfied, in Buyer's reasonable discretion, concerning all aspects of the Property, including without limitation, its physical condition; the presence of or absence of any hazardous substances; the contracts and leases affecting the property; the potential financial performance of the Property, substances; the contracts and leases affecting the property; the potential financial performance of the Property, substances; in such notice is timely given, the insputation contingencies stated in this Section 5 shall be deemed to be satisfied. a. Books, Records, Leases, Agreements. Setter shall make available for inspection by Buyer and its agents as soon as possible but no later than ten (10) days after mutual acceptance of this Agreement all documents as soon as possible but no later than ten (10) days after mutual acceptance of this Agreement all documents without limitation; statements for real estate taxes, assessments, and utilities; property management agreements, service contracts, and agreements with professionals or consultants entered into by the Seller or any predecessor or a portion of the Property and a schedule of tenants, rents, and deposits; plans, specifications, permits, or a portion of the Property and a schedule of tenants, rents, and deposits; plans, specifications, permits, or a portion of the Property and a schedule of tenants		foreclosure/forfeiture remedy is available to Selial Only by doing a feet of the selection
S. INSPECTION CONTINGENCY. This Agreement shall terminate and subjet shall device a feature of this Agreement stating that Buyer is satisfied, in Buyer's reasonable discretion, concerning all aspects of the of this Agreement stating that Buyer is satisfied, in Buyer's reasonable discretion, concerning all aspects of the Property, including without limitation, its physical condition; the presence of or ebsence of any hazardous Property, including without limitation, its physical condition; the presence of or ebsence of any hazardous substances; the contracts and teases affecting the property, the potential financial performance of the Property, substances; the contracts and teases affecting the property, including purpose. If such notice is timely given, the inspection contingencies stated in this Section 5 shall be deemed to be satisfied. a. Books, Records, Leases, Agreements. Seller shall make available for inspection by Buyer and its agents as soon as possible but no later than ten (10) days after mutual acceptance of this Agreement all documents as soon as possible but no later than ten (10) days after mutual acceptance of this Agreement all documents as soon as possible but no later than ten (10) days after mutual acceptance of this Agreement all documents without limitation; statements for real estate taxes, assessments, and utilities; property management agreements, without limitation; statements for real estate taxes, assessments, and utilities; property management agreements with professionals or consultants entered into by the Seller or any predecessor period contracts, and agreements reliating to occupancy of all in title to the Seller; leases of personal property or fixtures; leases or other agreements reliating to occupancy of all in title to the Seller; leases of personal property or fixtures; leases or other agreements reliating to occupancy of all in the property and ascending reports. Buyer shall determine within the contingency period stated in the proceding introductory paragraph whether it B		Section 1031 like-kind exchange, then the other party Egistian 1031 like-kind exchange, then the other party incurs no additional liability in doing so, and so long as any expenses exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses exchange so long as the cooperating party incurs of party that are related only to the exchange are (including attorneys face and costs) incurred by the cooperating party that are related only to the exchange are
a. Books, Records, Leases, Agreements. Seller shall make available for inspection by suyer that its agents as soon as possible but no later than ten (10) days after mutual acceptance of this Agreement all documents available to Seller relating to the ownership, operation, renovation or development of the Property, including available to Seller relating to the ownership, operation, renovation or development of the Property, including available to Seller relating to occupency of all the seller contracts, and agreements with professionals or consultants entered into by the Seller or any predecessor in title to the Seller; leases of personal property of fixtures; leases or other agreements relating to occupency of all in title to the Seller; leases of personal property of fixtures; leases or other agreements relating to occupency of all in title to the Seller; leases of personal property of fixtures; leases or other agreements relating to occupency of all in title to the Seller; leases of personal property of fixtures; leases or other agreements relating to occupency of all in title to the Seller; leases, studies and maintenance records; and accounting records and audit reports, applications, drawings, surveys, studies and maintenance records; and accounting records and audit reports. Buyer shall determine within the contingency period stated in the preceding introductory paragraph whether it wishes and is able to assume, as of closing, all of the foregoing leases, contracts, and agreements which have terms extending beyond closing. Buyer shall be solely responsible for obtaining any required consents to such terms extending beyond closing. Buyer shall resolve times after legal notice to tenants, no conduct inspections concerning the Property and improvements, including without limitation, the structural conditions of improvements, hazardous materials (limited to a Phase including without limitation, the structural conditions of improvements, hazardous materials (limited to a Phase including without limitation, th	5.	inspection contingency. This Agreement shall terminate and Buyer shall receive a raction of the agreement shall terminate and Buyer shall receive a raction of mutual acceptance money unless Buyer gives written notice to Seller within twenty days (20 days if not filled in) of mutual acceptance of this Agreement stating that Buyer is satisfied, in Buyer's reasonable discretion, concerning all aspects of the Property, including without limitation, its physical condition; the presence of or absence of any hazardous substances; the contracts and leases affecting the property; the potential financial performance of the Property; substances; the contracts and leases affecting the property; the potential financial performance of the Property; the availability of government permits and approvals; and the feasibility of the Property for Buyer's intended the availability of government permits and approvals; and the feasibility of the Property for Buyer's intended to be purpose. If such notice is timely given, the inspection contingencies stated in this Section 5 shall be deemed to be
b. Access. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk to enter the Property and Improvements, reasonable times after legal notice to tenants, to conduct inspections concerning the Property and Improvements, including without limitation, the structural condition of improvements, hazardous materials (limited to a Phase including without limitation, soils conditions, sonsitive areas, wetlands, or other matters affecting the feesibility of audit only), pest infestation, soils conditions, sonsitive areas, wetlands, or other matters affecting the feesibility of audit only), pest infestation, soils conditions, sonsitive areas, wetlands, or other matters affecting the feesibility of audit only), pest infestation, soils conditions and expenser's intended use. Buyer shall schedule any entry onto the Property with Seller in advance, the Property and improvements to the consent, which shall not be unreasonably withheld. Buyer shall restore the Property and improvements to the consent, which shall not be unreasonably withheld. Buyer shall restore the Property and improvements to the consent, which shall not be unreasonably withheld. Buyer shall restore the Property and improvements to the consent, which shall not be unreasonably withheld. Buyer agrees to Indemnify and defend Seller from all liens, costs, same condition they were in prior to inspection. Buyer agrees to Indemnify and defend Seller shall survive closing. Buyer the Property by Buyer and its agents. This agreement to Indemnify and defend Seller shall survive closing. Buyer may continue to enter the Property and Interview tenants in accordance with the foregoing terms and conditions		a. Books, Records, Leases, Agreements. Seller shall make available for inspection by buyar and its agents as soon as possible but no later than ten (10) days after mutual acceptance of this Agreement all documents available to Seller relating to the ownership, operation, renovation or development of the Property, including without limitation; statements for real estate taxes, assessments, and utilities; property management agreements, service contracts, and agreements with professionals or consultants entered into by the Seller or any predecessor in title to the Seller; leases of personal property or fixtures; leases or other agreements relating to occupancy of all or a portion of the Property and a schedule of tenents, rents, and deposits; plans, specifications, permits, applications, drawings, surveys, studies and maintenance records; and accounting records and audit reports. Buyer shall determine within the contingency period stated in the preceding introductory paragraph whether it wishes and is able to assume, as of closing, till of the foregoing leases, contracts, and agreements which have terms extending beyond closing. Buyer shall be solely responsible for obtaining any required consents to such assumption. Seller shall transfer the leases, contracts and agreements as provided in Section 17 of this
INITIALS: Buyer Date 7/30/04 Seller Date 130 of		b. Access. Seller shall permit Buyer and its agents, at Buyer's sole expense and list to enter the property and improvements, reasonable times after legal notice to tenants, to conduct inspections concerning the Property and improvements, including without limitation, the structural condition of improvements, hazardous materials (limited to a Phase I including without limitation, soils conditions, sonsitive areas, wetlands, or other matters affecting the feasibility of audit only), pest infestation, soils conditions, sonsitive areas, wetlands, or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall schedule any entry onto the Property with Seller in advance. Buyer shall not perform any invasive testing or contact the tenants without obtaining the Seller's prior written Buyer shall not be unreasonably withheld. Buyer shall restore the Property and improvements to the consent, which shall not be unreasonably withheld. Buyer shall restore the Property and improvements to the same condition they were in prior to inspection. Buyer agrees to Indemnify and defend Seller from all tiens, costs, same condition they were in prior to inspection. Buyer agrees to Indemnify and defend Seller shall survive closing. Buyer
	INI	TIALS: Buyer Date 7/30/04 Seller Date 1/30/ of

Date



Windermere Wall Street Inc. 2420 2nd Avenus Seattle, WA 98121 Phone: (208) 448-8400 Fax: (208) 448-3291

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COMMERCIAL & INVESTMENT REAL ESTATE PURCHASE & SALE AGREEMENT (CONTINUED)

after removal or satisfaction of the inspection contingency only for the purpose of re-sale, leasing or to satisfy conditions of financing.

6. TITLE INSURANCE.

- a. Title Report. Seller authorizes Lender and Listing Agent, Selling Licensee or Closing Agent, at Seller's expense, to apply for and deliver to Buyer a Standard extended (standard, if not completed) coverage owner's policy of title insurance. If an extended coverage owner's policy is specified, Buyer shall pay the Increased costs associated with that policy including the excess premium over that charged for a standard coverage policy, and the cost of any survey required by the title insurer. The title report shall be issued by Chicago Title.
- b. Permitted Exceptions. Buyer shall notify Seller of any objectionable matters in the title commitment or any supplemental report within ten (10) days after receipt of such commitment or supplement. This Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless (8) within ten (10) days of Buyer's notice of such objections. Seller agrees to remove all objectionable provisions, or (b) within fifteen (15) days after Buyer's notice of such objections, Buyer notifies Seller in writing that it waives any objections which Seller does not agree to remove. The closing date shall be extended to the extent necessary to permit time for these notices. Those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the September Permitted Exceptions.
- 7. CLOSING OF SALE. This sale shall be closed on or before Geleber 30,2004 ("closing") by Chicago Title V ("Closing Agent"). Buyer and Seller will, immediately on demand, deposit with Closing Agent all instruments and monles required to complete the purchase in accordance with this Agreement, "Closing" shall be deemed to have occurred when all documents are recorded and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement.
- 8. CLOSING COSTS. Seller shall pay the excise tax and premium for the owner's standard coverage title policy. Seller and Buyer shell each pay one-half of the escrow fees. Real and personal property taxes and essessments payable in the year of closing; rents on any existing tenancies; interest; mortgage reserves; utilities; and other operating expenses shall be pro-rated as of closing. Buyer shall pay all costs of financing including the premium for the lender's title policy. Security, cleaning, and any other unearned deposits on tenancies, and remaining mortgage or other reserves shall be assigned to Buyer at closing. The real estate commission is due on closing or upon Seller's default under this Agreement, whichever occurs first, and neither the amount nor due date thereof can be changed without Listing Agent's written consent.
 - a. Unpaid Utility Charges. Buyer and Seller 🔯 WAIVE 🔲 DO NOT WAIVE the right to have the Closing Agent disburse closing funds necessary to satisfy unpaid utility charges affecting the Property pursuant to RCW 60.80. If "do not walve" is checked, then attach CBA Form UA ("Utility Charges" Addendum). If neither box is checked, then the "do not waive" option applies.
- 9, POST-CLOSING ADJUSTMENTS, COLLECTIONS, AND PAYMENTS. After closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at closing based upon estimates. Any bills or invoices received by Buyer after closing which relate to services rendered or goods delivered to the Seller or the Property prior to closing shall be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of Buyer's written demand to Seller for reimbursement until such reimbursement is made. Rents collected from each tenant after closing shall be applied first to rentals due most recently from such tenant for the period after closing, and the balance shall be applied for the benefit of Seller for delinquent rentals owed for a period prior lo closing. The amounts applied for the benefit of Seller shall be turned over by Buyer to Seller promptly after

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INITIALS:	Buyer	Date_	1,00	Seller_	1	Date	18010
	Buyer	Dale_	<u> </u>	\$eller		Date	



Windermere Wall Street inc. 2420 2nd Avenue Seattle, WA 98121 Phone: (208) 448-6400 Fax: (208) 448-3291

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COMMERCIAL & INVESTMENT REAL ESTATE PURCHASE & SALE AGREEMENT (CONTINUED)

10. OPERATIONS PRIOR TO CLOSING. Prior to closing, Seller shall continue to operate the Property in the ordinary course of its business and maintain the Properly in the same or better condition than as existing on the date of mutual acceptance of this Agreement, but shall not be required to repair material damage from casualty except as otherwise provide in this Agreement. Seller shall not enter into or modify existing rental agreements or leases (except that Seller may modify or terminate residential rental agreements or leases in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. 11. POSSESSION. Buyer shall be entitled to possession, subject to existing tenancies (if any), ⊠ on closing □

__ (on closing, if not completed).

- 12. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, each of the following is true as of the date hereof and shall be true as of closing: (a) Seller is authorized to enter into the Agreement, to sall the Property, and to perform its obligations under the Agreement; (b) All books, records, leases, agreements and other items delivered to Buyer pursuant to this Agreement are accurate and complete; (c) The Property and the business conducted thereon comply with all applicable laws, regulations, codes and ordinances; (d) Seller has all certificates of occupancy, permits, and other governmental consents necessary to own and operate the Property for its current use; (e) There is no pending or threatened litigation which would adversely affect the Property or Buyer's ownership thereof after closing; (f) There are no covenants, conditions, restrictions, or contractual obligations of Seller which will adversely affect. Buyer's ownership of the Property after closing or prevent Seller from performing its obligations under the Agreement, except as disclosed in the preliminary commitment for title insurance or as otherwise disclosed to Buyer in writing prior to the end of the inspecting contingency stated in Section 5 above; (g) There is no pending or threatened condemnation or similar proceedings affecting the Property, and except as otherwise disclosed in the preliminary commitment for title insurance as or otherwise disclosed to Buyer in writing prior to closing, the Property is not within the boundaries of any planned or authorized local improvement district; (h) Seller has paid (except to the extent prorated at closing) all local, state and federal taxes (other than real and personal property taxes and assessments described in Section 8 above) attributable to the period prior to closing which, if not paid, could constitute a lien on Property (including any personal property), or for which Buyer may be held liable after closing; and (i) Seller warrents that there are no pending or threatened notices of violation of building, zoning, or land use codes applicable to the Property; and () Seller is not aware of any concealed material defects in the Property except: none. Seller makes no representations or warranties regarding the Property other than those specified in this Agreement, Buyer otherwise takes the Property "AS IS," and Buyer shall otherwise rely on its own pre-closing inspections and investigations.
- 13. HAZARDOUS SUBSTANCES. Except as disclosed to or known by Buyer prior to the satisfaction or waiver of the Inspection contingency stated in Section 5 above, Seller represents and warrants to Buyer that, to the best of its knowledge: (i) there are no Hazardous Substances (as defined below) currently located in, on, or under the Property in a manner or quantity that presently violates any Environmental Law (as defined below); (ii) there are no underground storage tanks located on the Property; and (III) there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hezardous Substances or the violetion of Environmental Law at the Property. As used horein, the term "Hazardous Substances" shall mean any substance or material now or hereafter defined or regulated as a hazardous substance, hazardous waste, toxic substance, poliutant, or contaminant under any federal, state, or local law, regulation, or ordinance governing any substance that could cause actual or suspected harm to human health or the environment ("Environmental Law"). The term "Hazardous Substances" specifically includes, but is not limited to, petroleum, petroleum by-products, and

	asbestos.						
14.	PERSONAL PROPERTY.	•				ertv: 🛛 No	
	a. This sale includes all right, li	tle and interest of Se	eller to the followin	g tangible per	sonal prop he Propert		
	That portion of the personal itemize in an Addendum to be a	i property located or itached to this Agree	n and used in con ement within ten (1	(190tion with a	itual accep	tance (None,	if not
	Tremize in an Addendan to be a	7/201	5)/	A.		1 lake of	
IÑIT	IALS: Boyer	Date	U4 Seller		Date	13001-	
	Buyer)	Date	Seller		Date		
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COMMERCIAL & INVESTMENT REAL ESTATE PURCHASE & SALE AGREEMENT (CONTINUED)

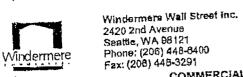
completed). The value assigned to the personal property shall be the amount agreed upon by the parties and, if they cannot agree, the County-assessed value if available, and if not available, the fair market value determined by an appraiser selected by the Listing Agent and Selling Licensee. Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale. Buyer shall pay any sales or use tax arising from the transfer of the personal property.

- b. In addition to the leases, contracts and agreements assumed by Buyer pursuant to Section 5a above, this sale includes all right, title and interest of Seller to the following intangible property now or hereafter existing with respect to the Property including without ilmitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or evenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals; all utility, security and other deposits and reserve accounts made as security for the fulfillment of any of Seller's obligations; any name of or telephone numbers for the Property and related trademarks, service marks or trade dress; and guaranties, warranties or other assurances of performance received.
- 15. CONDEMNATION AND CASUALTY. Buyer may terminate this Agreement and obtain a refund of the earnest money, less any costs advanced or committed for Buyer, if improvements on the Property are destroyed or materially demaged by casualty before closing, or if condemnation proceedings are commenced against all or a portion of the Property before closing.
- 16. FIRPTA TAX WITHHOLDING AT CLOSING. Closing Agent is instructed to prepare a certification (CBA or NWMLS Form 22E, or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the internal Revenue Service.
- 17. CONVEYANCE. Title shall be conveyed by a Statutory Warranty Deed subject only to the Permitted Exceptions. If this Agreement is for conveyance of Seller's vendee's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a contract vandee's assignment sufficient to convey after acquired fitte. At closing, Seller and Buyer shall execute and deliver to Closing Agent CBA Form No. PS-AS Assignment and Assumption Agreement transferring all leases, contracts and agreements assumed by Buyer pursuant to Section 5a and all intangible properly transferred pursuant to Section 14b.
- 18. SEATTLE REQUIREMENTS. If the Property is in the City of Seattle, Seller shall deliver to Buyer a Certificate of Land Not and bocal Assessments inot applicable to single family dwellings not represented to be a lawful site for a more than one dwelling unit).
- 19. NOTICES AND COMPUTATION OF TIME. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including revocations of offers and counteroffers) must be in writing. Notices to Seller must be signed by as least one Buyer and must be delivered to Seller and Listing Agent. A notice to Seller shall be deemed delivered only when received by Seller, Listing Agent, or the licensed office of Listing Agent. Notices to Buyer must be signed by at least one Seller and must be delivered to Buyer and Selling Licenses. A notice to Buyer shall be deemed delivered only when received by Buyer, Selling Licenses, or the licensed office of Selling Licenses. Selling Licenses and Listing Agent have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address on this Agreement. Buyer and Seller must keep Selling Licenses and Listing Agent advised of their whereabouts to receive prompt notification of receipt of a notice.

Unless otherwise specified in this Agreement, any period of time in this Agreement shall begin the day after the event starting the period and shall expire at 5:00 p.m. Pacific time of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, in which case the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (§) days or less shall not include Saturdays, Sundays or legal holidays.

INITIALS; Buyer	Date	0/04_seller1	Date _	13004
Buyer	Date	Seller	Date	
			NC 94.40	





COMMERCIAL & INVESTMENT REAL ESTATE PURCHASE & SALE AGREEMENT (CONTINUED)

CBA Form PS-1A
Purchase & Sale Agreement
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20:	AGENCY DISCLOSURE. At the signing of this Agreement,
	Selling Licensee Bill Gleason Windermere Real Estate Wall St. Inc
	(insert names of Licensen and the Company name as licensed)
	represented buvers (Insert Seller, Buyer, both Seller and Buyer or Neither Seller nor Buyer)
	and the Listing Agent Peter Argeres (Insert names of Licensee and the Company пате as licensed)
	represented seller (Insert Seller, Buyer, both Stiller and Buyer or Neither Seller nor Buyer)
	If Selling Licensee and Listing Agent are different salespersons affiliated with the same Broker, then Seller Buyer confirm their consent to Broker acting as a dual agent. If Selling Licensee and Listing Agent are the same person representing both parties, then Seller and Buyer confirm their consent to that person and his/her Broker acting as dual agents. If Selling Licensee, Listing Agent, or their Broker are dual agents, then Seller and Buyer acting as dual agents. If Selling Licensee, Listing Agent and their Broker being compensated based on a percentage of the consent to Selling Licensee, Listing Agent and their Broker being compensated based on a percentage of the consent to Selling Licensee, Listing Agent and their Broker being compensated based on a percentage of the
21	pamphlet entitled "The Law by Ness 2 may not (may not, if not completed) assign this Agreement, or Buyers
	rights hereunder, without Seller's prior written consent, unless provided diverges the complete the purchase of DEFAULT AND ATTORNEY'S FEE. In the event Buyer falls, without legal excuse, to complete the purchase of
22	the Property, then (check one). It is portion of the earnest money which does not exceed five percent (5%) of the purchase price shall be kept that portion of the earnest money which does not exceed five percent (5%) of the purchase price shall be kept that portion of the earnest money which does not exceed five percent (5%) of the purchase price shall be kept that portion of the earnest money which does not exceed five percent (5%) of the purchase price shall be kept that portion of the earnest money which does not exceed five percent (5%) of the purchase price shall be kept that portion of the earnest money which does not exceed five percent (5%) of the purchase price shall be kept that portion of the earnest money which does not exceed five percent (5%) of the purchase price shall be kept that portion of the earnest money which does not exceed five percent (5%) of the purchase price shall be kept that portion of the earnest money which does not exceed five percent (5%) of the purchase price shall be kept to the purchas
	Seller may, at its option, (a) keep as liquidated damages all of the earnest money (subject to Seller for obligation to pay certain costs or a commission, if any) as the sole and exclusive remedy available to Seller for obligation to pay certain costs or a commission, if any) as the sole and exclusive remedy available to Seller for obligation to pay certain costs or a commission, if any) as the sole and exclusive remedy available to Seller for obligation to pay certain costs or a commission, if any) as the sole and exclusive remedy available to Seller for obligation to pay certain costs or a commission, if any) as the sole and exclusive remedy available to Seller for obligation to pay certain costs or a commission, if any) as the sole and exclusive remedy available to Seller for obligation to pay certain costs or a commission, if any) as the sole and exclusive remedy available to Seller for obligation to pay certain costs or a commission, if any) as the sole and exclusive remedy available to Seller for obligation to pay certain costs or a commission, if any) as the sole and exclusive remedy available to Seller for obligation to pay certain costs or a commission, if any) as the sole and exclusive remedy available to Seller for obligation to pay certain costs or a commission, if any) as the sole and exclusive remedy available to Seller for obligation to pay certain costs or a commission, if any) as the sole and exclusive remedy available to Seller for obligation to pay certain costs or a commission, if any) as the sole and exclusive remedy available to Seller for obligation to pay certain costs or a commission of the sole and exclusive remedy available to Seller for obligation to pay certain costs or a commission of the sole and exclusive remedy available to Seller for obligation to pay certain costs or a commission of the sole and exclusive remedy available to Seller for the sole and exclusive remedy available to Seller for the sole and exclusive remedy available to Seller for the sole and exclusive remedy avail
	equity. If Buyer or Seller institutes suit concerning this Agreement, the prevailing party is entitled to reasonable attorneys if Buyer or Seller institutes suit concerning this Agreement, the attorney's fee shall be fixed by the court. The venue of fees and expenses. In the event of trial, the amount of the attorney's fee shall be fixed by the court. The venue of any suit shall be the county in which the Property is located, and this Agreement shall be governed by the laws of the state where the Property is located.
2	a. Complete Agreement. The Agreement and any addenda and exhibits to it state the entire understanding of a. Complete Agreement. The Agreement and any addenda and exhibits to it state the entire understanding of a. Complete Agreement. The Agreement and any addenda and exhibits to it state the entire understanding of a. Complete Agreement. The Agreement and any addenda and exhibits to it state the entire understanding of a. Complete Agreement. The Agreement and any addenda and exhibits to it state the entire understanding of a. Complete Agreement. The Agreement and any addenda and exhibits to it state the entire understanding of a. Complete Agreement.
	Buyer and Saller regarding the sale of the sale of the sale of other conveyance instrument
	transferring the Property to Buyer at closing.
	c. Counterpart Signatures. The Agreement may be signed in counterpart of the same agreement. deemed an original and all counterparts together shall constitute one and the same agreement.
<u>.</u> 	Date 7/30/04/soller 1/30/14
il	Oate



Windermere Wall Street Inc. 2420 2nd Avenue Seattle, WA 98121 Phone: (206) 448-6400 Fax: (206) 448-3291

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CBA Form PS-1A Purchase & Sale Agreement Rev. 12/99 COMMERCIAL & INVESTMENT REAL ESTATE Page B of B PURCHASE & SALE AGREEMENT (CONTINUED)

- d. Facsimile Transmission. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. (if not filled in, the third business 24. ACCEPTANCE; COUNTEROFFERS. Seller has until midnight of day following the last Buyer signature date below) to accept this offer, unless sooner withdrawn. If this offer is not
- timely accepted, it shall lapse and the earnest money shall be refunded to Buyer, if either party makes a future counteroffer, the other party shall have until 5:00 p.m. on the ______business day (if not filled in, the second business day) following its receipt to accept the counteroffer, unless sooner withdrawn. If the counteroffer is not timely accepted or countered, this Agreement shall lapse and the earnest money shall be refunded to the Buyer. No acceptance, offer or counteroffer from the Buyer is effective until a signed copy is received by the Seller, the Listing Agent or the licensed office of the Listing Agent, No acceptance, offer or counteroffer from the Seller is effective until a signed copy is received by the Buyer, the Selling Licensee or the licensed office of the Selling Licensee.
- 25. INFORMATION TRANSFER. In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller's written request copies of all materials received from Seller and any plans, studies, reports, inspections, appraisals, surveys, drawings, permits, application or other development work product relating to the Property in Buyer's possession or control as of the date this Agreement is terminated.
- 26, CONFIDENTIALITY. Until and unless closing has been consummated, Buyer will freat all information obtained in connection with the negotiation and performance of this Agreement as confidential (except for any information that Buyer is required by law to disclose and then only after giving Seller written notice at least three (3) days prior to the disclosure) and will not use or knowlngly permit the use of any confidential information in any manner detrimental to Seller.
- 27. SELLER'S ACCEPTANCE AND BROKERAGE AGREEMENT. Seller agrees to sell the Property on the terms and conditions herein, and further agrees to pay a commission in a total amount computed in accordance with the listing agreement. If there is no written listing agreement, Seller agrees to pay a commission of sales price or \$____ The commission shall be apportioned between Listing Agent and Selling Licensee as specified in the listing agreement or any co-brokerage agreement. Seller assigns to Listing Agent and Selling Licensee a portion of the sales proceeds equal to the commission. If the earnest money is retained as liquidated damages, any costs advanced or committed by Listing Agent or Selling Licenses for Buyer or Seller shall be reimbursed or paid therefrom, and the balance shall be paid one-half to Seller and one-half to Listing Agent and Selling Licensee according to the listing agreement and any co-brokerage agreement, in any action by Listing Agent or Selling Licensee to enforce this Section, the prevailing party is entitled to reasonable attorneys' fees and expenses, Neither Listing Agent nor Setting Licensee are receiving compensation from more than one party to this transaction unless disclosed on an attached addendum, in which case Buyer and Seller consent to such compensation. The Property described in attached Exhibit A, is commercial real estate. Notwithstanding Section 26 above, the pages containing this section, the parties' signatures and an attachment describing the Property may be recorded.
- 28. LISTING AGENT AND SELLING LICENSEE DISCLOSURE. EXCEPT AS OTHERWISE DISCLOSED IN WRITING TO BUYER OR SELLER, THE SELLING LICENSEE, LISTING AGENT, AND BROKERS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE LEGAL EFFECT OF THIS AGREEMENT, BUYER'S OR SELLER'S FINANCIAL STRENGTH, OR THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE PROPERTY'S ZONING, COMPLIANCE WITH APPLICABLE LAWS (INCLUDING LAWS REGARDING ACCESSIBILITY FOR DISABLED PERSONS), OR HAZARDOUS MATERIALS. SELLER AND BUYER ARE EACH ADVISED TO SEEK INDEPENDENT LEGAL AND TAX ADVICE ON THESE AND OTHER MATTERS RELATED TO THIS AGREEMENT

	711	7/20/12	M	1/2/14
INITIALS:	Buyer X- Prof	Dato 9 J 30 0 9 Seller		11 20101
	Buyé/	DataScila	Date	



Windermere Wall Street Inc. Windermere Was Such 2420 2nd Avenus Sestils, WA 98121 Phone: (206) 445-6400 Fax: (206) 448-3291

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CBA Form PSAA Purchase & Sale Agreement Rev. 12/99 Page 9 of 9

COMMERCIAL & INVESTMENT REAL ESTATE PURCHASE & SALE AGREEMENT (CONTINUED)

Date Home Phone 20(0 Office Phone ZXX0 7(6) (677) Fax No. Print Buyer's Name Buyer's Address Selling Office Windermere Wall St. Fax No. 205-448-3291 Other Phone 206-300-3455 Office Phone 208-448-8400 MLS Office No. 7083 Address 2420 Second Avenue Seettle WA 98121 Print Name William P. Gleason Ву Date Seller Date Salier Fax No. Office Phone Home Phone Print Seller's Name Seller's Address Listing Office Fax No. Other Phone Office Phone No. _ MLS Office No. Address _ 29. BUYER'S RECEIPT. Buyer acknowledges receipt of a Seller signed copy of this Agreement, on BUYER. BUYER

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From ENING & CLARK FIRE BUINE & SLANK

2054415297 CUPREINCES

T-171 P.11/11 F-330



Windermore Wall Street list, Windermen west over 2420 2nd Averus Seattle, WA \$8121 Phone: (208) 448-8400 Fee: (208) 448-3281

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The following is part of the Purchase and Sale Agreement dated July 30, 2004. AM 8/13/84 Borwsen Blakeley Cammons Condominisms ("Sallar") And FUEL ("EUVO") regarding the sale of the Property known set unt A-3 IT IS AGREED BETWEEN THE SELLER AND BUYER AS POLLOWS: Select will motel a life to make the entry from street he do conditions and provide at selects. domigins well to split the existing longer space by 1.0-7 and 1. and 1.0-10 a -hopmon at the form one of a ring by the supplied by hear during the immedian needed, 1 per stade AND PROVIDE BUYER AT CLASING HITH A. CREDIT OF \$5,000 FO COURT A LIFT TO MAKE 8/13/01 WI CAP ACCESTORE

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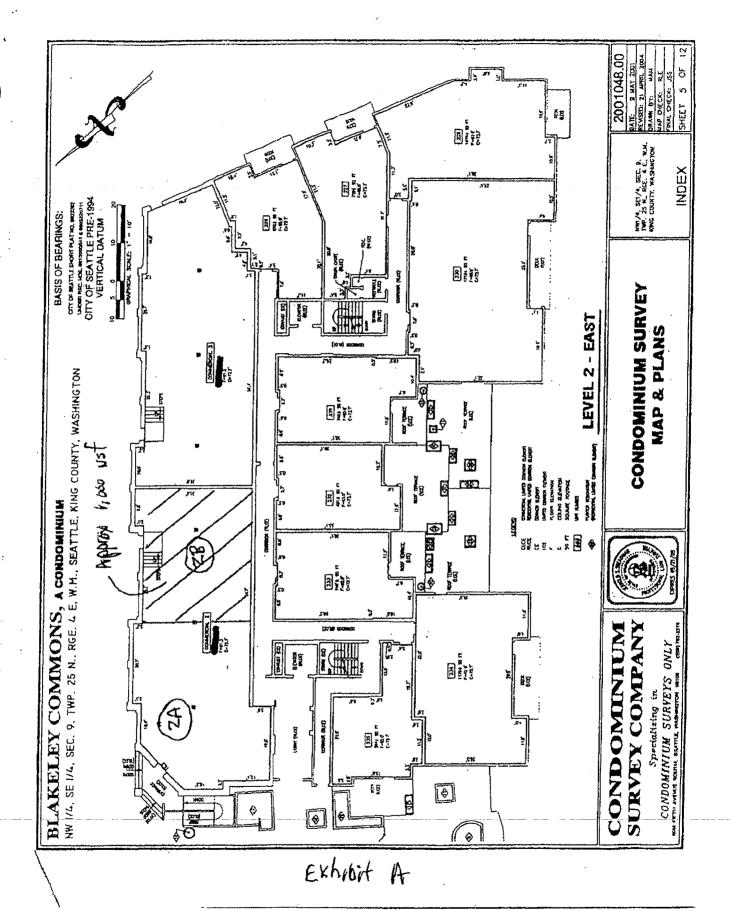
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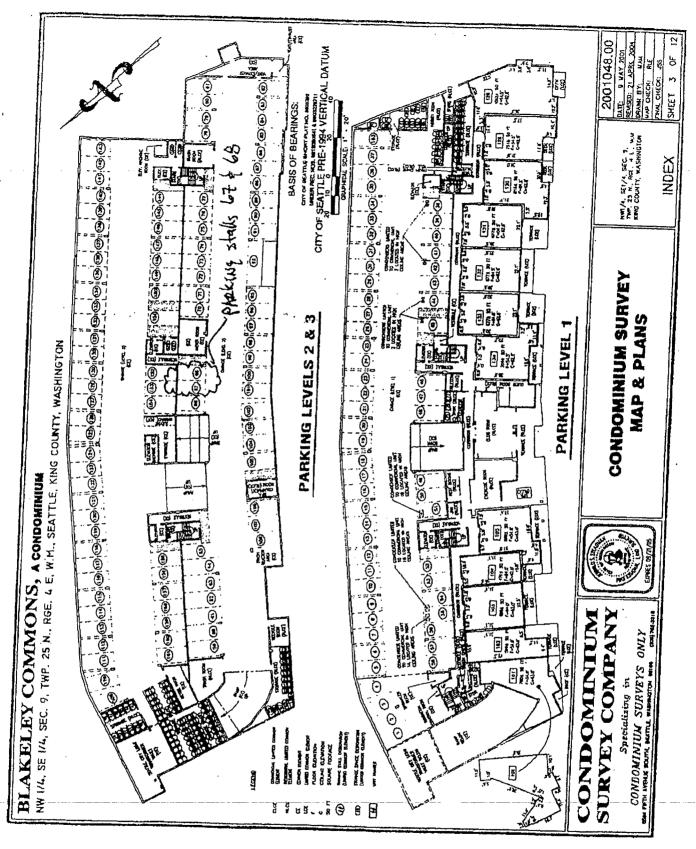
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To-EWING & CLARK

Page 12





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Exhibit A-1

BLAKELEY COMMONS, A CONDOMINIUM PUBLIC OFFERING STATEMENT ACKNOWLEDGEMENT

In connection with the purchase of a Unit in Blakeley Commons, a condominium, the undersigned Purchaser hereby acknowledges receipt, and the undersigned Selling Agent hereby certifies delivery, of a Public Offering Statement dated September 20, 2002, together with copies of all of the documents referred to therein (the "POS").

Purchaser and Selling Agent further acknowledge: that Selling Agent does not have the authority to make, and has not made, any representation or promise on behalf of Seller; and that Seller is liable only for representations and promises contained either in the POS or other written document signed by Seller.

Dated:	PURCHASER:	UNIT#:
	SELLING AGENT:	· ·
Dated: 8)19 09	By Thin Chan	Jan 8 he

INSTRUCTIONS TO SELLING AGENT

Upon delivery of the POS to the Purchaser, the above acknowledgement must be signed by the Purchaser and Selling Agent, and returned to the Listing Agent. Purchase and Sale Agreements will not be accepted by Seller unless accompanied by the Purchaser's written acknowledgement of receipt of the foregoing documents.

09/23/02 2:50 PM

From-EWING & CLARK

2420 2nd Avenue

Seattle, WA 98121

Phone: (206) 448-6400 Fax: (206) 448-3291 2064415297

T-599 P.02/04 F-25

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CRA

Windermere

ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT CBA Text Disclaimer. Text deleted by Dischabe indicated by strike. New text Incented by licenses indicated by small capital letters.

CBA Form PSA NWMLS Form No. 34 Addendum/Armendment to P & S Rev. 1299 Page) of 1

The following is part of the Purchase and Sale Agruement dated July 30, 2004,

Belween Blakeley Commons Condominiums ("Seller")

And Fuchs ("Buyer")

regarding the sale of the Property known as: commercial condo #B-2

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

INSPECTION CONTINGENCY REMOVAL

Am | 9/3/00

Buyer hereby removes her inspection contingency, provided however, Soller shall install an additional vent in the exterior brick wall at the north east end of buyers space, similar to those elsewhere in the commercial condominiums, in order to meet code requirements for additional venting.

Seller has no objection to buyer installing a residential-sized clothes dryer, provided however, that buyer shall take whatever steps are necessary to filter or capture lint so that it does not exhaust outside the confines of her unit.

AGENT (C	COMPANY: Windermer Red	total bellerm. Ten	
ALL OTHE	R TERMS AND CONDITIONS of said Agreemer	nt remain unchanged.	
	- A 21 71 1	9/2/2	
INITIALS:	Buyer July 3 Office 19	1/9/04 Seller 1	Date _ 1 3 0 +
	Buyer Date	Seller	Date

BLAKELEY COMMONS A.CONDOMINIUM

ADDENDUM NO. 3 TO FUBLIC OFFERING STATEMENT ACKNOWLEDGEMENT

The undersigned prospective purchaser(s) of a Unit in Bialossy Commons, a condominium, acknowledges receipt on the date indicated helow of the Public Offering Statement dated September 20, 2002, Addendum No. 1 thereto dated Pebruary 4, 2003, and Addendum No. 2 thereto dated April 27, 2004, and Addendum No. 3 dated October 20, 2004, together with a copy of each of the documents listed therein.

Dated: 1 2004

PURCHASES

MACH TROOP

Received 04-May-02 08:52pm

From-2062842184

TO-EWING & CLARK

Page 07

BLAKELEY COMMONS, A CONDOMINIUM

ADDENDUM NO. 3 TO PUBLIC OFFERING STATEMENT

This Addendum No. 3 to the Public Offering Statement of Blakeley Commons, a condominium (the "Condominium"), dated September 20, 2002 (the "POS"), provides purchasers of Units in the Condominium with a copy of the following documents:

- 1. Amendment No. 4 to Condominium Declaration and Survey Map and Plans, recorded under King County Recording No. 20041020000822;
 - 2. Revised assessment schedule.

DATED: October 20, 2004.

10/20/041:50 PM 50477268-91 Foster Pepper & Shefelman PLLC Attention: Gary N. Ackerman 1111 Third Avenue, Suite 3400 Seattle, Washington 98101-3299



AMENDMENT NO. 4 TO CONDOMINIUM DECLARATION AND SURVEY MAP AND PLANS FOR BLAKELFY COMMONS, A CONDOMINIUM

Grantor/Declarant:

BLAKELEY VILLAGE LLC, a Washington limited liability company

Additional names on pg. N/A

..., a condominium

Additional names on pg. NA

Legal Description:

NW QTR, SE QTR, SEC 9, TWP 25N, RGE 4E

Official legal description on Schedule B

Assessor's Tax Parcel ID#:

092504-9422-09; 092504-9421-00;

092504-9420-01; 092504-9148-02

Reference # (if applicable): 20020919001684; 20020919001683; 20030108002218;

20030108002219; 20030326002468; 20040426001097;

20040426001098

Additional numbers on pg. N/A

DEPARTMENT OF ASSESSMENTS Examined and approved this 200 day of

LED BY CHICAGO TITLE INSURANCE CO.

REF. # W-DY-01158-10

Deputy Assessor

10/15/044:20 PM

AMENDMENT NO. 4 TO CONDOMINIUM DECLARATION AND SURVEY MAP AND PLANS FOR BLAKELEY COMMONS, A CONDOMINIUM

BLAKELEY VILLAGE LLC, a Washington limited liability company, as Declarant of Blakeley Commons, a condominium (the "Condominium") created under Condominium Declaration recorded under King County Recorder's No. 20020919001684 as amended by Amendment Nos. 1, 2 and 3 under King County Recorder's Nos. 20030108002219, 20030326002468, and 20040426001098 (the "Declaration"), and Survey Map and Plans filed under King County Recorder's No. 20020919001683, as amended by Affidavit of Minor Correction of Survey recorded under King County Recording No. 20030108002218 and Survey Map and Plans for Phase 2 of the condominium recorded under King County Recording No. 20040426001097 (the "Survey Map and Plana"), desiring to divide Commercial Units 2 and 3 into four Commercial Units to be known as Commercial Units 2A. 2B, 3A, and 3B, to designate certain Limited Common Elements for the Commercial Units, to make or change certain parking assignments. The owner of Unit 330, as evidenced by the Consent to Change of Parking Space attached hereto, has agreed to change Parking Space 143 for Parking Space 91. The undersigned President of the Association certifies that the Board of the Association has consented to the change in parking space assignment and to this amendment effecting the change.

Accordingly,

- (a) Schedule C to the Declaration is amended in its entirety as attached hereto.
- (b) A portion of Sheet 3 of the Survey Map and Plans is amended as attached hereto as Exhibit A to show additional Limited Common Elements assigned to the Commercial Units:
- (c) A Portion of Sheet 5 of the Survey Map and Plans is amended as attached hereto as Exhibits B and C respectively in order to show the location and boundaries of Commercial Units 2A, 2B, 3A, and 3B.

BLAKELEY VILLAGE LLC, a Washington limited liability company

By

Its Authorized Signer

-1-

10/15/04 5:08 PM \$1175613.81

•	BLAKELEY COMMONS OWNERS
	ASSOCIATION, a Washington corporation
	By Simoth What Sal
STATE OF WASHINGTON	
COUNTY OF KING	
appeared before me, and said person acknowled stated that said person was authorized to e	y evidence that MAK MONAY is the person who edged that said person signed this instrument, on oath execute the instrument and acknowledged it as the LC, a Washington limited liability company, to be the and purposes mentioned in the instrument.
ANDREA & ACCOUNTING	Andrea Mausledes
ANDREA L. MANOLIDES STATE OF WASHINGTON	Signature of Notery) HNALL MANOLIDES
HOTARY PUBLIC	(Legibly Print or Stamp Name of Notary)
HY COLUMNSTON EXPIRED 7-25-06	Notary public in and for the state of Washington, residing at
	My appointment expires 1/26/06
STATE OF WASHINGTON	
COUNTY OF KING	
who appeared before me, and said person acknowing oath stated that said person was authorized to	y evidence that <u>IIMOTHY</u> TRANDAL is the person owledged that said person signed this instrument, on execute the instrument and acknowledged it as the RS ASSOCIATION, a Washington corporation, to be set and purposes mentioned in the instrument.
THIS ASIE	(Signature of Notary)
F C SERVE SALA	
	(Legibly Print or Stamp Name of Notary) Notary public in and for the state of Washington,
My AUBLIC	residing at DELIFULE WA
WASHINGTON	My appointment expires <u>1-19-08</u>
10/15/04 4:20 PM 59/75/13/1	- 2 -

BLAKELEY COMMONS, A CONDOMINIUM

CONSENT TO CHANGE OF PARKING SPACE

	•
The owner of Unit 330 h the parking spaces assigned to U	creby consents to an amendment to the Declaration changing Init 330 from 140 and 143 to 140 and 91.
	1. Michael aler
•	· J. MICHAEL WEST
STATE OF WASHINGTON	
COUNTY OF KING	ss.
who appeared before me, and sai	tve satisfactory evidence that J. Michael West is the person d person acknowledged that said person signed this to be said person's free and voluntary act for the uses and ment.
Dated this 18th	day of October , 2004.
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www.www.	(Siglistor of Hotary)
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SCHEDULE C, PAGE 1 OF 4

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Schedule C
BLAKELEY COMMONS, A CONDOMINGUM
Unit Disc. Allocated latercetty Perforg and Storage Assignments
Batter Preferent

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735 274 900 0.77 0.86 0.84	72 274 0.86 0.84	427 500 6.77 0.86 0.84	0.77 0.86 0.84	0.86 0.84	75.0		0,83		0.815	0.865	\Box	R
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2.88. [8, B. F 5 1.026 100 on 1.10 1.20	20 1050 100 001 120 120 1	100 000 1.10 1.20	1.16 1.26	1.16	97		<u>R</u>	- 1	3	1,230		32
1 BR, 1 BA, F 5 760 264 cm 0.30 Apr 0.00	254 900 0.70 0.81	254 900 0.70 0.81	0.701 0.82	124	1.24				1.59	1730	2.5	33
1 BR, 1 BA, F 5 531 (79,900 0.54 0.55	130 350 350 00662)	130 350 350 00662)	0.55	19 0 95 0	150		3		0.810	0.865		ম
2 BR, 1 BA, F 5 128 304,900 0 86 0 94 0 94	5 \$28 304,900 0.86 0.94 0.94	304,900 0.86 0.94 0.94	0.86 0.95 0.04	760 360	100	\perp	9 8	•	200	0.595	Ì	35
2 BR, 14, BA, F 5 1,321 524,900 1.38 1.64	15 1971 851 006763 1261 5	524,900 [38 1,64 1,51	(38 1.64 1.51	1.64	157		2	Ł	202	1 605	150 160	x
14. 34. F 5 1,026 379,800 1,071 1,19 1,17	5. 1,026 379,800 1.07 1.19 1.17	379,800 1.07 1.19 1.17	1.19 1.17	1.19 1.17			27	1	1	1 200		2 2
1 BR, 1 BA, F 5 735 279,900 0.77 0.87 0.84	5. 735 279,900 0.77 0.87 0.84	279,900 0.77 0.87 0.84	25.0 78.0 ST.0	0.57 0.84	0.84	L	360		0.620	0 874	3 4	2
1,87 5 1,293 499,900 1.35 1.56 1.47	5 1,293 499,900 1.35 1.56 1.47	135 1 55 1 156 1.47	135 1 56 1.47	1.56 1.47	1.47		1.62		1.455	\$	49. 50. 51	5
2 1,315 201,450 1,37 0,63 16.36 1	1,315 201,450 1,37 0,63 16.36	201,450 1.37 0.63 16.36	1.37 0,63 16.36	. 0,63 16.36	16.36		16.50		1.000	16.430	•	:
2	1,017 155,730 1.06 0.49 12.65	155,730 1.06 0.49 12.65	1.06 0.49 12.65	0.49 12.65	12.65		12.75		0.775	12.700	*	
2 1,021	1,021 156,429 1.07 0.49 12.70	156,429 1.07 0.49 12.70	1.07 0.49 12.70	0.49 12.70	12.70		12.81		0.780	12.755	3	
2 13.45 1 1.12 0.52 13.45 1	1,080 165,441 1.12 0.52 13.45	165,441 1.12 0.52 13.45	1.12 0.52 13.45	0.52 13.45	13.45		13.55		0.820	13.500	7	
188 18A P 1761 240 000 000	329,900	329,900	1.12 1.21	1.12 1.21	121		1117		1.115	1.190	32, 33	ಜ
F 816 774 000 0.78 0.86	774 600 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	774 600 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0.78 0.78 0.86	0.78 0.86	0.86		2		0.7 26	0.835	150	96
BR. BA. F 677 234 900 631 632	220 000 021 025	220 000 021 025	0.00 0.00	0.36	6.53	1	3	- 1	0.855	0.910	38	76
1 BR 1 BA P	77.0 0.71 0.77	77.0 0.71 0.77	0.77	0.75	0.77	1	S.		673	0.775	27	88
1 BR. 1 BA F 6771 716 600 621 625	710 000 0.71 0.77	710 000 0.71 0.77	0.71 0.77	0.77	0.77		0.77		0.725	0.770	28	8
I BR. 1 BA. P 1 704 247 600 671	25.500 0.71 0.75 0.77	25.500 0.71 0.75 0.77	0.71 0.75 0.77	0.75	0.7		0.7	굨.	0.730	0.775	2.9	8
18A. P 2 678 774 600 071 072 522	774 600 671 676 675	774 600 671 676 675	0.70 0.70	0.70	080	_		at.	0.745	23	30	101
2 7729 340 con 6 72 6 720 5 720	270 000 0 25	270 000 0 25	0.77	0.77	77.0		'n	=	0.73	0.750	31	102
7 1 672 272700 0.70	1 072 272,700 0.70	272,700 0.70 0.83	0.70 0.83	0.78	200		9.0	- 1	6.77g	0.820	92	9
2 1 273 1.19 1.13	1 272 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	3/3,300 1.12 1.19 1.23	1.12 1.73	1.19 1.23	123		=		1.155	1.230	[45	ਟੁ
161 SEL 008,820 511,1	1,173 6,23,800 1,85 1,97 2,02	623,800 1.85 1.97 2.02(1.85 1.97 2.02	1.97 2.02	2.02		2.05		1,910	2035	35. 42. 43. 44	٤
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681 249,900 0.71 0.78 0.78	681 249,900 0.71 0.78 0.78	249,900 0.71 0.78 0.78	0.71 0.78 0.78	0.78 0.78	0.78		0.81	1	0.745	0,735	25.	3
2 746 264,900 0.78 0.10 0.85	746 264,900 0.78 0.83 0.85	264,900 0.78 0.83 0.85	0.78 0.83 0.85	0.13 0.85	0.85		0.16	1 1	0.805	0.855	121	2
7 1,176 429,900 1,23 1,34 1,34	1,176 429,900 1,23 1,34 1,34	429,500 1.23 1.34 1.34	123 134 134	134 134	134	Ц	1.46		25.	<u> </u>	5	F
1 4 594 194,500 0.62 0.61 0.68	194,900 0.62 0.61 0.68	194 600	0.62 0.61 0.68	0.61 0.68	0.68		0.63		0.615	0.655	2	202
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SCHEDULE C, PAGE 2 OF 4

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	LCEL	-		0.785	3	2	2	200	0.760	2	2	0.265	123	0,245	90,00	0.855	1378	133	1255	0.710	0.710	0.710	0.710	0.855	0.775	0.845	1270	0.830	1.170	0.870	0.805	0.870	1.400	1245	1.270	0.725	0.725	2220
Allecated	Interests ¹⁷		333	0 665		200	200	2	0.710	2	2	0.815	1.075	0.795	6735	SEES	S X	1.165	1.175	9990	0.665	0.665	0.665	0.805	0.725	2,73	1.188	0.835	8	22	0.755	0.530	22.	<u>8</u>	81-1 81-1	0.675	0.675	5.290
LCEL Formula	Vafue	₩		8 8	3		3 5	3	S			3		3	8	3	9	2	177	2,	0.70	<u>و</u>	0.79	0.86	0 22	5		S	177	0.00	8	22.0	1.46	2	2	23	673	27.0
LCEL	Yus	127		1	L	1	1			3	3 8	3	71.5	3		0	7	7	3	0.72	0.72	F	0.72	525	0.7	D.	F]	120		583	0.78	2	3	2	শ	27	0.72	0.72
CEL Foranta	Value	Л	0.66	990	22.0	OKK	8	3 2	0.00	1	***	3	700	9 6	2 2			01.1		0.67	797	6.67	10.67	22	0.75		9 1			9		9	3		ន	0.69	690	0.69
8	Arres	[:]	L	99.0	L			L	L	2	L	3	3 2		100		7 :			8	8	9970	0.66	2	2	2	3 5	3	3 !			2	?			3 3	3	0.56
Declared	Value	379,900	209,300	209,900	209,900	209 900	254 900	220 000	254 900	384 000	264 900	349 900	250 000	344 600	254 900	430 000	000 092	180 000	214	214 300	302.	214,900	200	000	006/877	300,00	200	274 500	274 600	25,000	2000	200,47	277 000	200	327,900	37,000	32.55	774,500
Arrea	त्म छ	1,085	929	Š	989	969	750	672	779	1 076	765	985	745	681	746	9C)	1 1 1 1 1 1	280	72.7	000		2 5	020	2 6	7/0	300	76.	200	745		107/2	2 2	01.	1000	2007	22.5	5 6	1000
	Level(s)	-	3	3	3	•	3	5	-	~	_	٣		-	~			-			,	•	1	•		-	•	-		1			-		1	, ~	,	,
	Date.		BA, P	IBA.	IBA, F	1 BR, 1 BA, F	1 BR, 1 BA, F	1 BR, 1 BA, F	BAR	2 BR, 14 BA, P	1 BR, 1 BA, F	2BA.F	IBA F	I BA F	1 BR, 1 BA, F	2 BR. 1% BA. F	2 BR, 1KBA, P	2 BR. 15, BA. P	BA P	BR IRA F	2 40	THE T	104	HA T	1 BR 1 BA F	ZBR IVBA F	LBA P	2 BR 2 BA F	BR. IBA F	I BA R	RA F	Z BR 14 BA P	14.BA	1% BA			Ě	
	Unit/Unit Data	0 Z BR		ᆲ			5 1 BR	6 1 BR	7 I BR	8 2 BR	1 BR	0 2 BR	1 I BR	211 BR	3 1 BR	4 2 BR	5 2 BR	3 2 BR	I BR	2 B.	ax		2			ZBR	3 I BR	3 2 BR	11 11 11	BR	1 BR	Z BR		2 BR 1	i ii			
	-11	320	33	322	333	324	325	326	327	328	329	330	331	332	333	334	335	420	127	422	433	707	163	200	433	\$7.7	623	430	431	432	433	434	435	88	8	23	ε	4
,	Building	FE	Each	r.	Bess	Ess	East	Eest	Pest	East	Buck	Erest	East	East.	Ess	Pers	East	Ess	Her	Fig	Part		17.00	H	Ä	Ä	F.	H	East	Ezst	Essi	ğ	H	25. 25.	ES.	F	Figure	

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SCHEDULE C, PAGE 3 OF 4

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			5	TO THE LOS	CEL FO	Caetille		- STATE OF	CEL Formule LCEL Ferrante Athorated		Dankking	
Building U	UnitiUnit Data*	Level(s)	(Sq. FC.)	Value	Ama		1	1	Total Line	77.00	1	Status S
East	524 1 BR 1 BA F	,	Ž	200	1			-		1	Space(s)	Area(s)
t			3	374,627	8	6.59	0.72 0.72	Q.73	0.675	0.775	y	٤
1	323 I DK, 1 BA, P	5	745	274,900	0.78	0.85	0.85	080	2180	0	,	
Best 5.	526 23R, 23A, F	'S	1.8174	524 800	200	Ü				200	7,	2
Pred	TAIL NO LEA				1	20.0	77.7	27.7	1.765	25	132, 133, 134	106, 107
1	1	`	& /	284,900	<u>F</u>	0	0.85	10.03	0 834	0.600	17	
N.	532 H BR 1 BA P	· ·	28.5	364 600	25.0	5	1			200	*	7.3
7	ľ			3	7775	70.0	0.78	0.86	0.770	0.820	80	
1	33 11 DK, 1 BK, F	^	246	22,800	0,00	0 22	1980	100	1			
Fort	535 2 RR 14 RA	7	1	200				200	0.635	O'SS'O	~~	***
١				3,4	1	.03	9	\$	1460	575 1	14 47	1
Residentist:	-		17.763	10 707 200		-	2					9
, ,							101	T		200.00		-
		•	1/SD/2	171156		-	100.001	(Care Care)		7		
TOTAL						Î				100.00	-	-
			2	32.015.65	196.00	TOOTE	_		100.000			
	•					N.						

* Legend: S - saidio; BR - bedroom; BA - bathroom

"Common Expense Liability, Interest in Common Elements and voting are determined in accordance with a weighted formula which is 50% relative area of Units and 50% relative declared value of Units; rounded to equal 100%

"Limbed Common Exponse Lishility (LCEL) of each Unit is determined in accordance with a weighted formula which is 50% relative area of Units of the same type (Residential or Commercial) and 50% relative declared value of Units of the same type, remaded in equal 100%

*There are 160 covered parising spaces and 109 storage areas designated by number in Plasses I and II of the Condomisium. Parising space 92 is dedicated to the Association for washing cers and a landicapped parking stall is located at the entrance to the garage and is dedicated to the association. Unussigned pationg spaces and storage areas will be assigned by amendancal signed by the Declarack

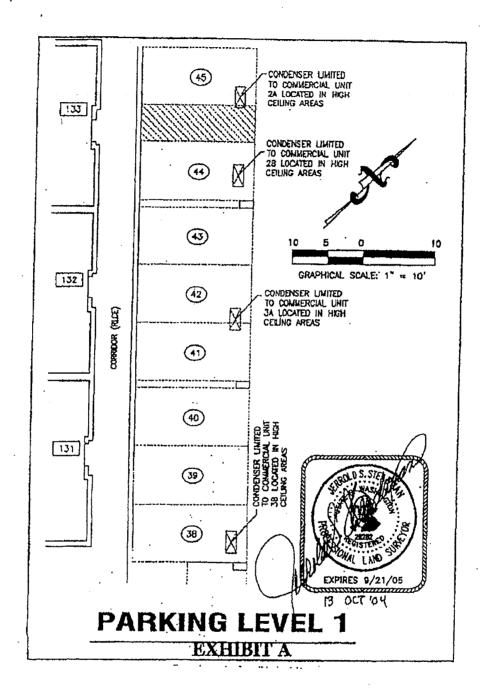
Periong spaces 103, 104, 106-108 are designated as ahared commercial periong and satigned to all Commercial Units as joint Limited Common Elements.

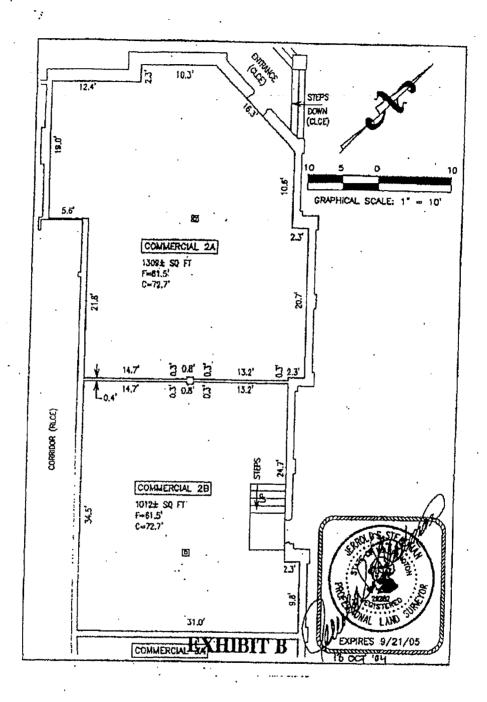
*For the purposes of allocating the Allocated Interests formerly allocated to Commarcial Unit 1 to new Commercial Units 1A and 1B, the area and documents of former Commercial Units 1 has been prorated between new Commercial Units 1B in proportion to the new stress of these Units (1309 and 2295 respectively).

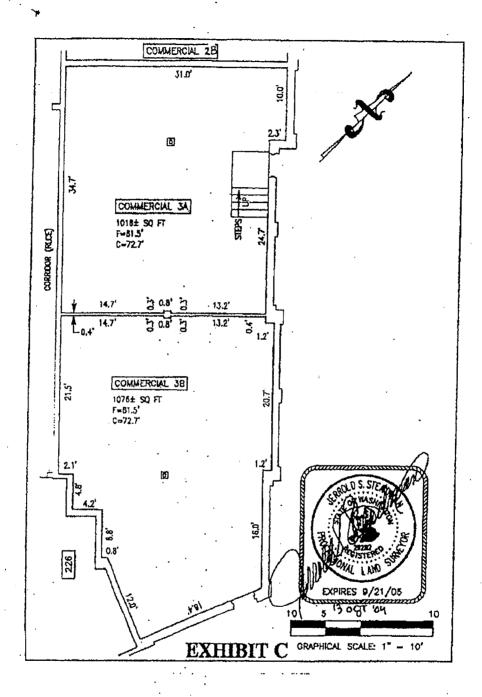
"For the purposes of allocating the Allocated Interests formerly allocated to Commercial Units 2 and 3 to new Commercial Units 2A, 2B, 3A and 3B, the arra and declared value of former Commercial Units 2 and 3 have been provated between sew Commercial Units 2A, 2B, 3A and 1B in proportion to the new areas of these Units (1309, 1012, 1018, and 1076 respectively).

SCHEDULE C, PAGE 4 OF 4

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SCHEDULE O
BLAKELEY COMMONS, A CONDOMINUM
Estimated faithd Mondaly Asserment
Boting Project

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	ľ		THE PROPERTY OF			170 61 1 01					j
	_			Phese	# 1 m				Entire Preject	rreject	
		3	7	Common	Limited Common	Total	3		Consession	Limited Courses	Total
Building	5	7	3	Atcessments	Assessments	Ascermente	ij	3	Assessments	Assessments	Asserment
Wat	4	2270		1712		1115	0.995		\$153	L	518
Ker	Ξ.	3,975		1299		\$223	1.740		2322		\$7.8
Ker.	=	- 8		\$135	\$100	\$239	0.780	H	\$128		27.19
E X	20	1.430		\$108	E8S	1615	0.625	599.0	\$102	\$73	517
¥G¥	S	\$		\$124	382	\$218	0.720	1	\$118		\$200
West	3	8		\$78	\$\$	\$138	0.455	2870		ESS	212
¥	S	569		\$128		\$226	0+20				270
West	ģ	1.745	1	\$131		5232	0.760				163
West	ğ	2.585	_[121S	1.090				230
West	58	2435			\$141	5324	1.065		\$175		\$823
MCH	710	1.665	1	{			0.815	598.0	X13		57.75
*C#		2.840				5378	1.240		EDES		5347
Men.	7	0/2	1	\$103	23		0.595		863	693	\$167
M CH	3	7		2198	\$151		1.50		8815		\$32
1000		00		2111	282			0.695	2107		
			3 5		2	5196		-			\$183
i i		200	1	3111	22		0.650	0.695			
		1.04.0	1		SIS	5242	_1				223
1	2 2	20.7	790	2007	5153		1.155	\exists	\$189		
1	3 5	200	L				_[1			\$147
1	\$ 5	7.640	1,320	Cit		1239	1	9		265	572
100	9 5	7 60 7					┙	₋	\$182	6212	1162
100	3	70.100	1				200	-		9715	\$303
10 10			1	5134		\$236	0.775	0.825		063	\$217
100	1	2.635	200		2)915	\$383	1265	١		23147	5354
N.	3 8	2,660	\perp	2636	1515	1748	- 140	1215	\$187	\$133	2320
No.	Ş	3 5	1		X .	\$354	1.165	_l	\$191	\$135	\$326
West	Ş	300		5115	186	2200	0.660	_[2108	772	\$185
W	403	005		5115		2700	990	İ	8015	TTS	\$185
1 1	į	AL .				2200	0.99	١	8013	1115	5115
1 × 1	Š	20.1	ľ	7515	2105	5243	0.800	-	1813	593	7775
N A	1 5	7.04.7	L	2006	2005	1357	1.170	1	\$192		\$329
j X	Ş	7771		374	2/10	2015	0.535		\$88		0513
M.	807	2126	ľ			5244	8	0.855	1618	\$84	\$22\$
N.	8	L	1	1616		5348	140	1.215	2187	\$133	5320
West	410	1 869		1616	0614	1337	1.105	1	\$181		\$310
West		L	ľ	Day of		272	0.815	0.865	5134	\$65	\$229
121		4732		3441		23%	1280	2	\$210		5353

	_			Plast	70				7-6-0	The state of the s	THE PERSON NAMED IN
	_			Сиприон	Limited Coumon	Total			Kathe	Entire Project	
Bullding	Unit	, TO	LCKL		Assessments	Assessments	3	N Laboratory	3.	Litth Ked Common	Te(zi
West	412	2,650	2.825	0063	ı		1	777	Y Zaerte	Arswerments	Astersments
WG	500	2.735		Š		Test	8	1230		\$135	CES
West	ş	LKA		2	¥2.	2364	-	1.270			31.12
West	ç	1 274				\$247	_	0.865	\$133		2
N. Cal	503	2 080	1			27.2	. [0.595		593	2313
Wes	Sile.	1	ı			7772	0.905				
Wret	Ş	2005	2000	1075		\$461					200
Week		066.7	1			\$344		1300	5185		7
1		2007	77			1523		0.875) S
	1	Ĉ.	ŀ		\$193	\$445	1.455	1.545		965	223
, X		Dog: Boo	00.0	57,529	\$5,411	512,340					2007
Cast	1						8				060000
Fasi	28						3	1	200		\$164
East	34								\$127		1212
Ear	38						3		\$128		\$128
Ess	128						0.820		5134		\$134
East	129						2	<u>8</u>	\$183	0113	1113
East	130	•			+		02/20	0.835	\$128		\$219
Engl	131						S	0230	\$140		5240
East	132						0.730	0.775	\$120	\$83	2023
Enst	133						11.75	6,73	\$119		\$201
East	134						22.0	0.73	\$120		Sucs
East	226						2	0.795	\$122		200
EBM	127				1		52	0.750	5116		1013
Pest	22.0		1	1			0.770	0.820	\$126	100	200
Bust	710		1	†			1.155	1.230	51.89	513	125
Fact	Ī		1				1.910	2,035	5313	TE CO	23.25
Faci	222	1					0.805	0.855	2215		1
Vasi	Ī	1	1				0.745	0.795	5122	160	2776
Part	12.	1	1				0.805	0.855	2132	100	5075
			1				1.285	137	31.0	200	\$776
		1				Ī	0.615	0,655		200	\$361
	₹		1				Ş			ii;	\$173
CHS	E						3 5	6	25.50	\$135	\$325
East	322					T	3	3	2108	577	\$183
East	323						8	3	\$10\$	us	\$185
East	324					1	3 3 3 3	8	\$108	LLS	5184
East	325						1883	0 0	\$108	11.5	\$184
Fast .	326						0.70	9	\$129	292	1003
East	327				1		0.7	2	9118	283	8
Eust	328			 			8	200	\$128	163	5219
Pan	329	-					R	2	\$192	\$137	\$370
Eest	330						2	20.0	\$134	\$68	\$220
Bust	331					+	5	2	9215	\$125	\$3013
				1	- 	-	7	×78 0	1		

Astecyments					Phase	sc.1		_				
Ultro CULL LCEL Assessment Assessm	-				Countries	Junited Common				Eathe	Project	
1312 1314 1315		Unto			~	Atterements		7 18	,		Limited Commen	Total
113 115	Г	332					District of the last			Accession	_	Assessments
1, 255 1370 1312 559 510	Page 1	333						.73	Į			\$206
1.05 1.370 5113 5150	East	1						203.	- [765	5226
4.70 1.175 1.135 1.135 4.21 1.175 1.155 1.135 1.137 4.22 0.665 0.710 1.109 578 4.23 0.665 0.710 1.109 578 4.24 0.665 0.710 5109 578 4.25 0.72 0.720 0.720 5109 578 4.25 0.72 0.720 0.720 5119 532 4.27 0.72 0.720 0.720 5119 532 4.29 0.72 0.720 0.720 5119 532 4.31 0.72 0.72 0.120 5120 5120 4.31 0.72 0.73 0.80 5134 5136 4.32 0.73 0.72 5110 519 519 4.32 0.73 0.73 0.73 5110 519 5.24 0.73 0.72 5110 519 5.25 0.73 0.73 </td <td>East</td> <td>335</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>27</td> <td>1</td> <td></td> <td>\$150</td> <td></td>	East	335						27	1		\$150	
4.21 1.173 1.255 \$1193 \$113 4.22 4.23 0.665 0.710 \$109 \$738 4.23 4.25 0.710 \$109 \$778 4.24 4.25 0.725 0.710 \$109 \$778 4.25 4.26 0.775 \$112 \$784 4.27 4.29 \$112 \$28 \$28 4.28 0.725 0.775 \$112 \$28 4.29 0.725 0.726 \$113 \$28 4.20 0.727 0.728 \$113 \$28 4.21 0.728 0.829 \$113 \$29 4.22 0.820 0.820 \$112 \$29 4.31 0.823 0.829 \$114 \$29 4.32 0.823 0.820 \$114 \$29 4.32 0.823 0.824 \$113 \$29 5.22 0.823 0.823 \$123 \$213 5.22 0.823	Erri	420						3	1		\$135	
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1,320 1,400 5216 5139 5130		434						0.820	9.83	\$12	\$65	
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100,000 10,000	П	522						5 6	0,73	\$111	623	2190
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1,100,006 1,100,006 1,100,006 1,100,006 1,100,001 1,10		226				+			1	2134	265	\$229
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"Common Expense Lisbility (CEL) is determined in accordance with a weighted formula which is 50% relative areas of Units and 50% relative declared value of unity tounded to equal 100%

^BLimited Common Expense Liability (LCEL) of each Unit is determined by a weighted formula which is 50% relative avea of Units of the same type (Residential or Commercial) and 50% relative declared value of Units of the same type; rounded to appal 100%

BLAKELEY COMMONS A CONDOMINIUM

ADDENDUM NO. 3 TO PUBLIC OFFERING STATEMENT ACKNOWLEDGEMENT

10/20/04 1:50 PM

BLAKELEY COMMONS A CONDOMINIUM

ADDENDUM NO. 3 TO PUBLIC OFFERING STATEMENT ACKNOWLEDGEMENT

The undersigned prospective purchaser(s) of a Unit in Blakeley Commons, a condominium, acknowledges receipt on the date indicated below of the Public Offering Statement dated September 20, 2002, Addendum No. 1 thereto dated February 4, 2003, and Addendum No. 2 thereto dated April 27, 2004, and Addendum No. 3 dated October 20, 2004, together with a copy of each of the documents listed therein.

April 27, 2004, and Addendum No. 3 dated Octob	per 20, 2004, together with a copy of each of the
documents listed therein.	
Dated:	
	PURCHASER
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10/20/04 1:50 PM 50/77/84-11